

Board of Teton County Commissioners

MINUTES: August 10, 2015

Commissioners' Meeting Room, 150 Courthouse Drive, Driggs, Idaho

9:00 AM Meeting Called to Order - Bill Leake, Chair (*Amendments to Agenda*)
PUBLIC HEARING: Amend to Valley Vista Estates Sub Development & Master Plan

9:30 AM **Open Mic** (*proceed to next agenda items if no speakers*)

DEPARTMENT BUSINESS

JUVENILE PROBATION - Quarterly Report, Rene Leidorf

EMERGENCY MANAGEMENT - Greg Adams

PLANNING & BUILDING - Jason Boal, Planning Administrator

1. Land Use Code Process
2. Recreation & Public Access Master Plan Feedback

PUBLIC WORKS - Darryl Johnson

1. Solid Waste - Saul Varela, Supervisor
 - a. Transfer Station Update
 - b. Landfill Cap Rehabilitation project update
 - c. Waste & Recyclable Collection contract update
2. Road & Bridge - Clay Smith, Supervisor
 - a. Road & Bridge maintenance update
3. Engineering
 - a. E5000S Road reconstruction update & pavement cost
 - b. E5000S pavement coast
 - c. W6000S design update
 - d. Scenic Parkway update

ADMINISTRATIVE BUSINESS (*will be dealt with as time permits*)

1. Approve available minutes
2. Other Business
 - a. Sentry Eagle - location & installation
 - b. Airport Board requests BoCC opinion about airport name change
 - c. Comp Time v Overtime
 - d. Certificates of Residency
 - e. Begin process for new U of I Extension Agent
 - f. Executive Assistant transition plans & Noteworthy Performance award
 - g. Facilities Maintenance Supervisor/Engineering Tech position
 - h. Weed Supervisor/Animal Control/Natural Resources position
 - i. Recreation Coordinator position
 - j. Office space, desks & computers for new positions
 - k. Sept. 28 meeting & conflict with IAC Annual Conference
3. Committee Reports
4. Priorities Check-up
5. Claims

11:00 AM AMBULANCE SERVICE DISTRICT - Robert Veilleux

1. Dispatch Service Contract
2. Ambulance #4 out of service

AMENDED & RESTATED HOSPITAL LEASE

LUNCH

1:00 PM FY 2016 BUDGET - Clerk's Budget Memo #6
EXECUTIVE SESSION *indigent & personnel per IC 74-206(1)(b) & (d)*

ADJOURN

COMMISSIONERS PRESENT: Bill Leake, Cindy Riegel, Kelly Park

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen, Prosecutor Kathy Spitzer

Chairman Leake called the meeting to order at 9:00 am and led the Pledge of Allegiance.

9:04 AM **PUBLIC HEARING**

AMENDMENT TO VALLEY VISTA ESTATES SUBDIVISION DEVELOPMENT AGREEMENT & MASTER PLAN. Planning Administrator Jason Boal said this multi-phase subdivision was originally approved in 2002, but had not been completed within the 10-year time frame due to the recession. In 2012, the Developer received a Notice of Non-Compliance due to his failure to comply with the terms of the original Development Agreement (DA). An amended DA and phasing plan makes no change to the number of lots but will bring the development back into compliance so building permits can be issued to lot owners. (Attachment #1)

Jerry Edwards spoke on behalf of the developer, who wants to have the Non-Compliance order lifted. He said all major utility components were installed as part of the first phase. Subsequent phases will require the extension of utility lines. The original DA mentioned phasing but included no phasing schedule.

Chairman Leake opened the meeting for public comment. No one spoke in favor or neutral. Two persons spoke in opposition.

Kerry Lord owns land in the subdivision and spoke about four main issues: (1) Wants to be sure that the quality of homes built in the remainder of the subdivision matches or surpasses the quality of existing homes; (2) Residents want to be notified regarding the construction schedule of future improvements; (3) Since there are currently vacant lots within the subdivision, she sees no need for an expansion now; (4) Is concerned about the effect on HOA fees for current residents and wants to be sure HOA fees are not used to build improvements.

Shawn Hill, representing VARD, is not necessarily opposed, but is concerned about the process being followed. He thinks ordinance 9-7-2a "Insignificant Changes/Vacations" should have been used for this application, rather than 9-7-2c "Substantial Changes/Vacations – Decrease Scale, Impact." He said 9-7-2c was intended only to approve a meaningful decrease in scale, such as what took place with Canyon Creek and River Rim developments. He believes using 9-7-2c for this application will set a bad precedent.

Chairman Leake closed the public comment portion of the hearing and asked Mr. Boal to respond to the comments.

Mr. Boal said he appreciated Mr. Hill's perspective, and that he proceeded under 9-7-2c as it specifically mentions "renegotiation of development agreement." Prosecutor Spitzer stated that either process would fit and if the Board wanted to treat the application as insignificant under 9-7-2a the public hearing was simply additional process. Mr. Boal stated that significant changes required a public hearing, but insignificant changes required only a public meeting. If the Board wished to treat the application as insignificant under 9-7-2a(v) they could. Regarding setting precedents, Mr. Boal said every land use application is unique and the county would never have another application exactly like this one. Commissioner Riegel suggested that 9-7-2a and 9-7-2b should also include language regarding development agreement negotiation. Mr. Boal agreed.

Mr. Boal said most of Ms. Lord's concerns, such as quality of home construction, HOA fees and the existence of vacant lots, were not within the county's purview. However, he said it would be appropriate for property owners to receive notification of construction plans.

Commissioner Riegel suggested that the developer be given 3 years to complete Phase 2 in order to provide more time for improved communication between the homeowners and developer. The Board discussed several other desired changes to the proposed Developers Agreement and decided to recess the hearing until 10:30 am so that Mr. Boal could prepare a draft motion. The public hearing resumed at 10:34 am.

● **MOTION.** Commissioner Park made a motion to approve the application and amended Developers Agreement, being that it is consistent with the Teton County development ordinances, specifically Title 9-7-1, and Idaho State Statute, with the following conditions of approval:

1. The second to last paragraph on page 1 shall be removed;
2. Paragraph 3.5 shall be amended so that all road/street construction shall at least meet Teton County Road standards for “Local Roads”;
3. Paragraph 3.7 shall be amended so that the construction of street lights shall meet Teton County Dark Sky ordinances and be completed prior to the construction of Phase 2;
4. Comply with Teton County Building Code;
5. Paragraph 3.11 shall be amended so that Phase 2 is completed within three years, not two;
6. Paragraph 3.14 shall be added to require written notification of all properties in Valley Vista 60 days prior to any construction for future phases.

Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #2)

OPEN MIC

USFS District Ranger Jay Pence thanked outgoing Commissioners Assistant Dawn Felchle for her friendship and years of assistance to him and the Forest Service and presented her with a Certificate of Appreciation.

Dave Hudasko of RAD asked the Board to schedule a special meeting to execute the new contract for waste collection and hauling services. Later in the meeting, the Board decided to recess this meeting until 9 am August 12 for that purpose.

Shawn Hill of VARD spoke about the code revision process.

JUVENILE PROBATION

Chief JPO Rene Leidorf reviewed her quarterly report (Attachment #3). On June 30 there were 12 juveniles on probation with another 3 in custody of the Idaho Department of Juvenile Corrections. She said parents are heavily involved when a child is on probation. She thanked Ms. Felchle for her help and friendship.

EMERGENCY MANAGEMENT, INFORMATION TECHNOLOGY, MOSQUITO

Coordinator Greg Adams reviewed his monthly report (Attachment #4). He has found a firm capable of maintaining the county’s website in order to replace Chi Melville, who is retiring. County staff manages most of the content on the website, but the consultant is needed for 20-40 hours per year to make major changes as needed. The website resides on a server in Wisconsin.

● **MOTION.** Chairman Leake made a motion to obtain a contract with AHFX as the county’s website developer. Motion seconded by Commissioner Park and carried unanimously. (Attachment #5)

Chairman Leake asked about the proposed week-long training in New Mexico. Mr. Adams said the “Incident Response to Terrorist Bombing” class would provide excellent training and team-building and the Federal government pays all travel expenses. Clerk Hansen said the employers of participating personnel pay all staff time and said she finds it difficult to justify a week-long training for her involved employee for such an unlikely scenario as a terrorist bombing. The Board agreed that a more relevant training opportunity would be better.

PUBLIC WORKS

Public Works Director Darryl Johnson reviewed his bi-weekly report (Attachment #6).

LANDFILL CAP. Garbage is being encountered at more shallow depths than anticipated, which means additional cap material is needed. Mr. Johnson believes there will be enough extra material available at the Felt pit, which will cost about \$50,000 extra for hauling. There is sufficient money in the budget to pay for this cost.

ROAD & BRIDGE. Supervisor Clay Smith said Rammel Mountain road is being reconstructed because it was impassable during the spring about 3 years ago and there is no alternate route. Reconstruction has been

underway intermittently since then and will be complete this year. E5000S should be ready for asphalt by August 24. Mr. Johnson obtained three bids and recommended approving the low bid and amending the contract with the prime contractor, MD Nursery, in order to expand the project.

● **MOTION** Commissioner Park made a motion to approve additional funds in the amount of \$232,300 for asphalt paving treatment on E5000S. The money will be taken from the General Fund cash balance. Motion seconded by Commissioner Riegel and carried unanimously.

PLANNING & BUILDING

LAND USE CODE. The Board discussed the Land Use Code Revision Work Plan prepared by Administrator Jason Boal (Attachment #7). He plans to add dates after he's sure the Board approves of the overall process. Commissioner Riegel said she would like a visual diagram showing the chronological order of the various steps. Chairman Leake said the "policy wrangler" idea discussed July 29 was not reflected in the work plan. He asked Mr. Boal to review the comments submitted by Shawn Hill and incorporate his suggestions.

RECREATION. Mr. Boal has heard back from only 4 recreation entities so will have a more complete recommendation later. However, they all agree that a centralized website would be great, along with a master calendar of recreation activities.

AMBULANCE SERVICE DISTRICT

● **MOTION** At 11:05 am Chairman Leake made a motion to recess the Board of County Commission meeting and convene as the Ambulance Service District. Motion seconded by Commissioner Riegel and carried. (See Attachment #8 for the Draft Ambulance Service District minutes.)

The Board of County Commissioners Meeting resumed at 11:20 am.

RESTATED & AMENDED HOSPITAL LEASE

When hospital operations were transferred from the county to Teton Valley Health Care Inc., the county retained ownership of the real property and all equipment. However, said Prosecutor Spitzer, the non-profit has now established a history of successful and responsible operation, the county no longer wants the responsibility and liability of owning anything other than real estate. The current lease requires the county to include hospital equipment on the county financial records and assume the risk of operational problems with that equipment. The amended hospital lease will remove that responsibility from the county, but will insure that the county would take ownership of all hospital assets if Teton Valley Health Care Inc. were to cease operating in the future. Hospital CEO Keith Gnagey said the lease requires TVHC Inc. to provide quarterly reports to the County so that both parties can know whether the hospital is continuing to operate in a viable manner.

● **MOTION** Commissioner Park made a motion to approve the Amended and Restated Hospital Lease between Teton County as Lessor and Teton Valley Health Care Inc., as Lessee. Motion seconded by Commissioner Riegel and carried unanimously. (Attachment #9)

ADMINISTRATIVE

● **MOTION** Chairman Leake made a motion to approve the July 27 minutes as corrected. Motion seconded by Commissioner Riegel and carried.

● **MOTION** Commissioner Riegel made a motion to approve the minutes of August 3 with the dates corrected. Motion seconded by Commissioner Park and carried.

SENTRY EAGLE. The Board discussed installation of the eagle sculpture created by Dan Burr. They approved the proposed location near the northeast corner of the courthouse parking lot and debated the pros and cons of selling and engraving paving blocks as a memorial to valley residents. They noted that the Museum already provides a method to memorialize residents and concluded that the administrative costs of selling and obtaining engraved pavers would outweigh the advantages for this project. The Board decided the eagle should be mounted in a plaza area about 12' x 12' in size, surfaced with pavers or concrete, and include a couple of

benches. They postponed the project until a new Facilities Maintenance Supervisor/Engineering Technician is hired and able to coordinate the design and construction of the plaza, hopefully before winter.

AIRPORT NAME CHANGE. Louis Christensen, Chairman of the Driggs-Reed Memorial Airport Board, asked the Commissioners for their opinion of changing the airport name to Teton Valley-Reed Memorial Airport (Attachment #10). The Commissioners said they were not opposed to the idea and agreed that the proposed new name would be appropriate *if* the Airport Board wanted to pursue a name change. However, they stressed that the county was not recommending, or suggesting, that the name be changed.

COMP TIME v. OVERTIME. Clerk Hansen said the county's 24/7 departments with limited staff seemed to have a difficult time allowing employees to use accumulated comp time hours, which are received in lieu of overtime pay. Employees accrue comp time at the rate of 1.5 hours for every 1.0 hour worked overtime. Other departments whose employees must occasionally work overtime have subsequent slow periods during which the accrued comp hours can be used. This is not the case for the 24/7 departments. Clerk Hansen suggested the Board consider budgeting for the payment of some overtime hours for 24/7 departments. She also suggested the Board consider budgeting for the payment of some overtime for the Road & Bridge crew when they work extra to plow snow. The policy currently allows those employees to accumulate up to 120 hours of comp time, which is generally used during the summer/fall and reduces the manpower available for summer road projects. Clerk Hansen said no policy changes should take place without consulting the affected departments and including overtime funds in the budget. She was asked to talk with the county's human resource consultants to learn how these issues are dealt with elsewhere.

EXTENSION AGENT. Commissioner Riegel summarized the July 28 meeting held to discuss the process of hiring a new County Agent (Attachment #11). She said the group hopes to begin advertising for the position this month and have a new agent hired by December.

EXECUTIVE ASSISTANT TRANSITION PLANS & NOTEWORTHY PERFORMANCE AWARD. The Board discussed the interim and permanent re-allocation of duties currently performed by Commissioners Assistant Dawn Felchle. Regarding a proposed property auction, Ms. Felchle said surplus items with a value of \$250 or greater must be auctioned (or sold via a sealed bid process). The county currently owns several surplus vehicles (Search & Rescue Suburban and snowmobile, two trucks in Road & Bridge) plus other less expensive items. She had been planning to coordinate the sale of these items. The Board decided to postpone this event until spring. The Commissioners thanked Ms. Felchle for her years of excellent service and Chairman Leake read a prepared statement outlining the ways she had benefited the county and saved money (Attachment #12).

● **MOTION** Chairman Leake made a motion to award a \$3,000 Noteworthy Performance Award to Ms. Felchle using contingency funds. Motion seconded by Commissioner Park and carried unanimously.

CERTIFICATES OF RESIDENCY. The Board reviewed the certificates submitted and decided that a simple list of applicants would be sufficient in the future.

● **MOTION** Chairman Leake made a motion to approve the Certificates of Residency for the county residents listed, provided that N. Ripplinger, C. Sachse and K. Schwartzwalter complete the missing/incomplete items on their applications. Motion seconded by Commissioner Park and carried unanimously. (Attachment #13)

FACILITIES MAINTENANCE SUPERVISOR, ENGINEERING TECHNICIAN. Public Works Director Darryl Johnson said he received about 10 applications for the position and has identified the top four candidates for interviewing after he returns from vacation later this month. He has decided to focus more on facilities maintenance skills and less on engineering technician skills.

WEED SUPERVISOR/ANIMAL CONTROL/NATURAL RESOURCE OFFICER. Commissioner Riegel has worked closely with the interim Weed Supervisor this summer and said the position seems removed from the rest of the county. She thinks the duties would fit within the Planning Department as part of a new Natural Resource Officer position. In addition to being responsible for weed education and control, the position could provide education and outreach regarding other natural resource issues such as bear-proof trash. She said the

NRO position would be innovative and provide a more proactive and wholistic approach to weed control and overall vegetation management. Commissioners Park and Leake wondered if this person could also perform animal control, but Commissioner Riegel didn't think that would be possible. She believes 70% of the NRO time would be spent on weed control with 30% available for other natural resource issues. Regarding animal control, the Board decided to retain the \$35,000 placeholder in the budget and continue discussing the issue with the cities and Sheriff.

RECREATION COORDINATOR. Earlier in the meeting, the Planning Administrator said all recreation entities seem to agree that a centralized website is needed and also expressed an overall perception that things should be done differently and better. However, he's waiting to hear from other entities before providing a recommendation to the Board. It was decided to include \$5,000 into the IT budget for a recreation website and to retain the 32 hour per week placeholder within the Planning budget for a possible future Rec Coordinator.

Regarding 4H activities, Commissioner Riegel said the Extension Agent is tasked with providing 4H programs within the county, but those duties are typically delegated to a 4H Assistant. This is the case in Teton County where the 4H Assistant spends about 80% of her time on 4H activities. Commissioner Riegel said it has taken her several months to understand the 4H, Extension and Fair programs and inter-relationships. She believes 4H is an excellent program which helps promote and preserve the county's agricultural heritage. However, she said 4H needs to be expanded to include more diverse participation in order to increase its value to the county.

The Board discussed office locations for the employees who will be hired to fill the new positions. They decided the Natural Resource Officer and Recreation Coordinator (if hired) would be located within the planning office. The new Facilities/Engineering Tech person will occupy the office area used by the summer engineering intern.

SCHEDULING. The Board decided to hold their late September meeting on Sept. 25 so the commissioners can attend the Sept. 28-30 annual meeting of the Idaho Association of Counties in Boise. Chairman Leake will miss the Oct. 26 meeting, but a quorum will still be present.

COMMITTEE REPORTS. Chairman Park attended a meeting of The Development Company where Billie Siddoway was appointed to replace Victor Mayor Zach Smith. He learned that both Driggs and Teton will receive funding for water system upgrades and the Ford garage remodeling project will be bid this fall. He said the INL is initiating a major project to stress Science, Technology, Engineering and Math education in the area in order to insure that qualified employees are available in the near future when a large percentage of their current staff will retire.

Commissioner Riegel attended a meeting of High County RC&D where budget, fundraising, sponsorships and projects were discussed. She met with Lori Ringel to discuss the possibility of holding a food system conference in Teton County. She also coordinated the meeting regarding a new Extension Agent. She said Mike Brown has done an excellent job as the interim Weed Superintendent and will provide a report at the next meeting.

Chairman Leake met with the three mayors on July 16. They want to initiate a conversation with Teton County Wyoming regarding the lack of affordable housing. Driggs is considering an ordinance to require workforce housing for new large businesses. Driggs would like the county to have an ordinance requiring covered loads. He asked the county to include a tour of the Geotourism Center during their next meeting with the Teton County Wyoming commissioners. Victor and Driggs continue to discuss law enforcement and animal control issues with the Sheriff. The next Council of Governments meeting will take place Sept.10 at the courthouse.

● **MOTION.** Commissioner Park made a motion to approve the claims as presented. Motion seconded by Commissioner Riegel and carried unanimously.

General	\$24,449.50
Road & Bridge	38,724.38
Court & Probation.....	4,324.53
Restitution	2,828.76
Bonds	1,079.55
Election Consolidation.....	31.05

Revaluation	9,260.00
Solid Waste.....	429,113.14
Weeds.....	176.00
Road Levy.....	585.00
E911	340.00
Ambulance	42,398.94
Mosquito	20,992.63
Vessel.....	320.00
Grants-Sheriff	3,995.00
Fairgrounds/Fair.....	2,544.78
TOTAL	\$581,163.46

EXECUTIVE SESSION

● **MOTION**. At 3:26 pm Chairman Leake made a motion for Executive Session to discuss personnel and indigent issues pursuant to IC 74-206 (1)(b) & (d). Motion seconded by Commissioner Park and a roll call vote showed all in favor. The Executive Session ended at 3:37 pm.

● **MOTION** Commissioner Park made a motion to deny indigent case 1T-2016-100001 due to lack of cooperation. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION** Chairman Leake made a motion to increase the Planning Administrator's Paid Time Off to accrue at the rate of a 5-year employee effective the first payroll in October. Motion seconded by Commissioner Park and carried.

FY 2016 BUDGET

The Board reviewed Clerk Hansen's Budget Memo #6 (Attachment #14) and decided to make no change to the Grand Targhee Solid Waste User Fee, which has been \$10,901 for many years. Clerk Hansen will coordinate with Prosecutor Spitzer regarding non-profit contracts for FY 2016. Budget hearings will be held August 24.

● **MOTION** At 4:40 pm Chairman Leake made a motion to recess the meeting until 9 am on Wednesday, August 12 at which time the waste hauler contract with RAD Curbside will be discussed. Motion seconded by Commissioner Park and carried unanimously.

MINUTES: August 12, 2015 continuation

Chairman Leake called the meeting to order at 9:00 am.

COMMISSIONERS PRESENT: Bill Leake, Kelly Park, Cindy Riegel

OTHER ELECTED OFFICIALS & STAFF PRESENT: Prosecutor Kathy Spitzer, via phone; Darryl Johnson, Director of Public Works; Dawn Felchle, Assistant to the Board

RAD CURBSIDE REPRESENTATIVES PRESENT: Dave Hudacsko, Aaron Powers

There was general discussion about qualifications between the entities who submitted proposals for the contract. Everyone agreed that both Voorhees and RAD have and will continue to serve the best interest of the public as it pertains to solid waste and recycling pick-up and disposal, and from the County's perspective, the health and safety needs as required by local, state and federal law. The contract being entered into provides residents with the best service for the best price. Changes in the contract are reflected in the motion below.

Moving forward it was agreed by the County and RAD that there needs to be increased awareness and education about hazardous waste disposal and a near-term goal of allowing hazardous waste disposal in Teton County, rather than the public having to take their waste to Jackson, Rexburg or Idaho Falls. The County does reimburse

up to \$150 per household per year when receipts for disposal are presented to the Solid Waste Department. Mr. Hudacsko commented that with hazardous waste disposal there would be heightened expectation and expense, in addition to the regulatory guidelines that must be met. Staff and RAD will meet regularly and will keep this topic in the forefront of improved levels of service to be provided.

● **MOTION.** Chairman Leake made a motion to accept the Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County, between Teton County Idaho and Recycling Alternative Distribution, LLC (RAD) as presented, contingent upon the following changes:

- Page 1, Definitions: Holidays, last sentence, remove words County Officials and replace with “contract Administrator”;
- Page 5, Change Proof of General Liability Insurance paragraph #10 to include language stating that receipt of Proof of General Liability, Vehicle Liability Coverage and Workers Compensation Coverage must be received by the County prior to beginning operations;
- Page 6, Paragraph 12D add language to make clear that ALL materials collected shall be delivered to the County, thereby avoiding any salvaging of materials by the Franchisee prior to delivery to the County;
- Page 8, Paragraph 14A add language to sentence #2 “...available during hours of operation as defined on Page 6, Paragraph 12C;”
- Page 8, Item 14D – delete, making item 14E new #14D;
- Page 11, remove Named Director of Public works and email and list County Public Works phone #, with mailing address for County contact.

The motion was seconded by Commissioner Riegel and passed unanimously. (Attachment #14)

● **MOTION.** 10:26 am Chairman Leake made a motion to adjourn. Motion seconded by Commissioner Riegel and carried unanimously.

Bill Leake, Chairman

ATTEST

Mary Lou Hansen, Clerk

Attachments: #1 Valley Vista Estates Subdivision
#2 Amended Developers Agreement for Valley Vista Estates Subdivision
#3 Quarterly Juvenile Probation report
#4 Monthly Emergency Management, IT & Mosquito report
#5 AHFX Service Contract for website development
#6 Public Works update
#7 Land Use Code Revision work plan
#8 Draft minutes of 8-10-15 meeting of Ambulance Service District
#9 Amended & Restated Hospital Lease
#10 Possible re-naming of Driggs-Reed Memorial Airport
#11 Teton County Extension Agent hiring process
#12 Exemplary Performance by Dawn Felchle
#13 Certificates of Residency
#14 Clerk's Budget Memo #6
#15 Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County – RAD Curbside



AGENDA
BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING
August 10, 2015
Starting at 9:00 am

Attachment #
August 10, 2015 BoCC

LOCATION: 150 Courthouse Dr., Driggs, ID
Commissioners' Chamber – First Floor (lower level, SW Entrance)

CALL TO ORDER – Bill Leake, Chairman

9:00 am PUBLIC HEARING: Amendment to Valley Vista Estates Subdivision Development Agreement & Master Plan, Scot Shepherd, on behalf of Teton Valley Development Co, LLC, has proposed an amendment to the Development Agreement (148905) and Master Plan of Valley Vista Estates Subdivision. This amendment is defined as Substantial Changes – Decrease Scale, Impact request pursuant to the Teton County Code Section 9-7-1-B. The applicant proposes amending the development agreement to update completion timelines and the Master Plan to reflect Phasing as defined in the Development Agreement.

LEGAL DESCRIPTION: VALLEY VISTA ESTATES SEC 14 T4N R 45E

ADJOURN

- Written comments received by 5:00pm, Friday July 31st will be incorporated into the packet of materials provided to the Board prior to the hearing.
- Information on the above application(s) is available for public viewing in the Teton County Planning and Zoning Office at the Courthouse between the hours of 9am and 4pm Monday through Friday.
- The application(s) and related documents are posted at www.tetoncountyidaho.gov. To view these items, select the Board of County Commissioners Public hearing of August 10, 2015. Then select the agenda item in the Additional Information Side Bar.
- Comments may be e-mailed to pz@co.teton.id.us. Written comments may also be mailed or dropped off at: Teton County Planning & Building Department 150 Courthouse Drive, Room 107, Driggs, Idaho 83422. Faxed comments may be sent to (208) 354-8410.
- Public comments at this hearing are welcome.

Any person needing special accommodations to participate in the above noticed meeting should contact the Board of County Commissioners' office 2 business days prior to the meeting at 208-354-8775.

- Land Management Plan and/or Open Space Management Plan
- Fiscal and Services Analysis;
- Natural Resource Analysis; and,
- Traffic Impact Study.
- Approved Development Agreement

- No additional studies or analyses are required.
- No additional application fees are required.
- The master plan and plat for subdivision or Planned Unit Development, including the proposed changes, shall reduce governmental costs for operations and capital expenses. The applicant shall provide financial surety of 125% of a current engineer's cost estimate for infrastructure OR the development agreement shall require no lot sales in the improved amended plat until such time as infrastructure is complete or financial surety has been provided. As applicable, shall reduce the intrusion of development into natural resource areas that are protected by criteria in county regulations or reduce development in the Overlay Areas as these areas are defined in Title 8 or Title 9.

Concept Review Findings:

Teton County Planning Administrator has reviewed the proposed changes to the Development Agreement for Valley Vista Estates and finds that the changes would bring the subdivision into compliance with Teton County Land Use regulations. The proposed changes (revision of dates and inclusion of phasing) would not require additional maps or analysis, additional studies, additional fees or additional expenses to Teton County.

Final Approval:

Action/Decision: The Board of County Commissioners, shall act on the information presented in the application. The decision shall be to:

- Continue the public hearing,
- Approve the Amended Developer's Agreement,
- Approve the Amended Developer's Agreement with conditions,
- Deny of the application.

Specific reasons for the decision shall be made and included in the written record. It is important that the action of the Board be based on a full understanding of all anticipated impacts of the proposed development to Teton County. The Board shall only approve the application if it finds that all of the criteria has been met (or if it finds that some of the criteria has not been met, may recommend approval with conditions that would ensure that the proposed development meets the criteria).

Findings of Fact (if you wish to include them as written findings for your motion):

- Scot Shepherd submitted an application to amend the Development Agreement for Valley Vista Estates (148905, recorded 6/27/2002).
- The application is to amended the completion deadlines and clarify the future phases.
- Substantial Change- Decrease Scale, Impact plat amendments are used for amending Development Agreements.
- On 8/10/15 Teton County BoCC held a public hearing to take public testimony about the application
- The proposed amendment meets the criteria for approval found in §9-7-1 (B-3c).



A REQUEST FOR A SUBSTANTIAL DECREASE PLAT
AMENDMENT BY:
Scot Shepherd
WHERE: Valley Vista Estates
August 10, 2015

Substantial Plat Amendment Valley Vista Estates Subdivision

Background: A notice of noncompliance was filed with the Teton County Recorder's office on August 30, 2012 (223728). The reason for the notice was that the Developer was in violation of the original Development Agreement for Valley Vista Estates (148905). This violation was due to the deadlines of completion, agreed to in the original Development Agreement, not being met. In order to remedy the non-compliance, a new Development Agreement must be negotiated. This new Development Agreement proposes new dates for completion (Section 3.11), as well as identifies phases (Section 3.11) which were not defined in the original agreement.

Definition: §9-7-1 (B-3c) Substantial Changes – Substantial Changes/ Vacations – Decrease Scale, Impact. Substantial Changes or vacations of a plat, the master plan, or portions of it that substantially decrease the direct or indirect impacts on the immediate neighborhood, general vicinity of the subdivision or overall community. These substantial changes may include the following:

- a reduction in the number of lots or parcels;
- the re-arrangement or relocation of more than five (5) lots or parcels that does not encroach further into natural resource areas or Overlay Areas as defined in Title 8 or Title 9 or move closer to neighboring property;
- renegotiation of development agreement;
- other changes of similar magnitude or reduction of impacts.

Procedure for Approval: §9-7-1 (B-4c) Substantial Changes – Decrease Scale, Impact. Upon the Planning Administrator determining the application complete, and that the proposed changes will decrease the scale or impacts of the development, the application shall be reviewed by the following procedure.

- Concept Review by Planning Administrator.** The application for proposed changes shall be reviewed by the Planning Administrator as a Concept Plan. The Administrator shall recommend approval, approval with conditions or denial to the Board.
- Final Plat by County Commission.** Upon receiving a recommendation from the Planning Administrator, the Board shall review the application at a legally noticed public hearing. A Final Plat application shall be submitted pursuant to Title 50 of the Idaho Code and Title 9, and shall be accompanied with a revised Development Agreement and/or Conditions, Covenants and Restrictions (CCR) as such revisions may be necessary to implement the Final Plat. The Board shall approve, approve with conditions or deny the proposed Master Plan, Final Plat and/or Development Agreement pursuant to the criteria set forth in C-III-d of this section.

Criteria for Approval §9-7-1 (B-3c): Substantial Changes – Decrease Scale, Impact.

- The applicant shall submit to the Planning Administrator revised maps showing the proposed vacation or revisions to the layout of lots or buildings and any reduction in the number of lots or buildings. The project's Development Agreement may require adjustments in order to reflect the substantial changes being proposed. This revised layout shall be accompanied by the maps and analyses that were submitted as part of the previous application and approval. These maps and analyses include the following to the extent they were required for the previous approval:
 - Existing Conditions Inventory and Existing Conditions Map;
 - Existing Contour Map;
 - Maps of Overlay Areas as established in Title 8 and Title 9;

1



NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. It is recommended that the Applicant review Title 9 of the Teton County Code prior to submittal. This Title along with application materials are located on the County website at www.tetoncountyidaho.gov. The planning staff is also available to discuss applications and answer questions prior to receiving an application.

To expedite the review of your application, please be sure to address each of the following items.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Teton Valley Development Co., LLC
Applicant: Scot Shepherd I-mail: Scot@scottsr.com
Phone: (307) 733-5881 Mailing Address: P.O. Box 3393
City: Jackson State: WY Zip Code: 83001
Engineering Firm: Y2 Consultants Contact Person: Gerald A. Edwards Phone: (307) 733-2899
Address: P.O. Box 2674, Jackson, WY 83001 I-mail: Jerry@Y2consultants.com

Location and Zoning District:

Address: _____ Parcel Number: _____
Section: 30W 54N Ect 1 Township: 4N Range: 46 E, BM Total Acreage: 40 acres
Proposed Units/ Lots: 115 (112 Resid., 3 Common Area) Current Units/Lots: 115 (112 Resid., 3 Common Area)
Code Approved Under: June 2002

- | | |
|--|--|
| <input type="checkbox"/> FEES (pursuant to current fee schedule) | <input type="checkbox"/> Affidavit of Legal Interest |
| <input type="checkbox"/> Insufficient | <input type="checkbox"/> Engineer/Surveyor review cost |
| <input type="checkbox"/> Substantial Increase Scale/Impacts | <input type="checkbox"/> Taxes Current |
| <input checked="" type="checkbox"/> Substantial Decrease Scale/Impacts | |

Fees are non-refundable.

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Board of County Commissioners public hearing.

• Applicant Signature: _____ Date: _____

I, the undersigned, am the owner of the referenced property and do hereby give my permission to _____ to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

• Owner Signature: *Mychal* Date: 6/23/2015
Manager

SECTION II: ADMINISTRATOR DETERMINATION

The Planning Administrator has reviewed the amended plat and/or recorded documents and proposals in accordance with Teton County Subdivision Ordinances Title 9, Chapter 7. The Planning Administrator has determined the changes are:

() Insignificant: The application will be reviewed administratively and approved, approved with conditions or denied. The plat or recorded documents for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.

() Substantial Changes – Increase Scale, Impact: The application will be reviewed under any applicable current ordinances and a staff report prepared and sent to the Planning and Zoning Commission for preliminary review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement and may or may not require additional studies or application materials. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioners for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

() Substantial Changes – Decrease Scale, Impact: The application will be reviewed under the code of original approval and a staff report prepared and sent to the Planning and Zoning Commission for concept review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement. No additional studies or application fees will be required. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioners for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

SECTION III: ITEMS REQUIRED ON THE AMENDED PLAT OR IN AMENDED RECORDED DOCUMENTS

1. Narrative explaining the changes that are being proposed.
2. Plat, if applicable, is labeled correctly as "Amended Final Plat".
Recorded documents, if applicable, are labeled as "Amended"
3. Itemize briefly the amendments on the original plat and/or recorded documents and the amended plat and/or recorded documents.
4. The following items may also be required, as applicable:
 - Letter of Credit or Bond for financial guarantee of public improvements
 - Engineers cost of public improvements
 - Three (3) Sets of "Final Stamped" construction drawings for public improvements
 - Final approval letter from Eastern Idaho Public Health
 - Final approval letter from Teton County Fire District

SUBDIVISION/PUD AMENDMENT APPLICATION NARRATIVE

VALLEY VISTA ESTATES

TETON COUNTY, IDAHO

This amendment is submitted to update/revise the original Developer's Agreement approved in June 2002 and clarify the project phasing and update the phase completion schedule. There are no proposed or requested changes to the approved/recorded Plat.

The project consists of 112 residential lots, and 3 accessory lots; Lot 113 (Park), Lot 114 (Well Site) and Lot 115 (Lift Station). The original Developer's Agreement stated that the project would be completed in four (4) phases; however the Phase boundaries were not shown on the exhibit referenced in the Developer's Agreement. As part of this amendment a Master Plan will be submitted which clearly identifies the project phasing as noted in the Agreement.

The original Developer's Agreement stated that construction of all Developer provided infrastructure must be completed within ten (10) years of the agreement. All of the infrastructure serving the Phase I residential lots (Lots 20-39, 90-112), plus the infrastructure and improvements for the three (3) accessory lots, Park, Well Site and Lift Station, were completed, inspected, approved and put into service.

Due to the severe downturn in the economic conditions following the completion of Phase I, construction of the infrastructure to the remaining three (3) phases was put on hold. As a result, the 10 year timeline for completion of all the infrastructure has passed and the County provided notice that no construction activities can take place in the subdivision until a new Development Agreement is entered into, which could cause potential issues by precluding private lot owners in Phase I from building on their property.

Therefore, this amendment is being submitted to clarify the phasing plan, as noted in the original agreement, and update the phasing schedule for completion of infrastructure for the remaining phases (Phases 2, 3 and 4). This will allow the County to lift the order on Phase I, allowing existing property Owners to build on their lots, and provides a new schedule for completion of the remaining phases. Phased infrastructure improvement plans will be submitted for the remaining phases in accordance with County requirements.

wait for
revision

AMENDED DEVELOPER'S AGREEMENT

This Amended Developer's Agreement ("Agreement") is entered into effective the date of last signature affixed hereto between Teton County, Idaho ("the County") and Teton Valley Development Co., LLC, a Wyoming limited liability company ("Developer"):

RECITALS

WHEREAS, Developer and the County entered into a Developer's Agreement dated June 25, 2002 which was recorded on June 27, 2002 as Instrument No. 148905 in the Teton County, Idaho Recorder's Office ("the Original Developer's Agreement").

WHEREAS, in the Original Developer's Agreement the Developer agreed to develop the Valley Vista Estates Subdivision consisting of 112 residential lots and 3 appurtenant common area lots in general accordance with the plat recorded as Instrument 148903, June 27, 2002 ("the Project") on that certain 40-acre parcel of real property described in Exhibit A attached hereto. A copy of the Plat is attached hereto as Exhibit B.

WHEREAS, Section 3.11 of the Original Developer's Agreement stated that the Project would be constructed in four separate phases and contained a requirement that Developer complete construction of all Developer-provided infrastructure in the Project within 10 years (i.e. by June 25, 2012).

WHEREAS, from 2002 through 2003, Developer completed Developer-provided infrastructure serving or capable of serving all phases of the planned residential lots (as defined below), and the common area Park lot (Lot 113), the common area water well lot (Lot 114), and the common area lift station Lot (Lot 115).

WHEREAS, from 2002 through 2007, Developer sold Lots 20 through 30; Lots 32 through 39; Lots 90 through 110; & Lots 112 through 115 to third party purchases and conveyed common area Lots 113, 114 and 115 to the Valley Vista Subdivision Homeowners Association (hereafter "the Homeowners Association").

WHEREAS, the purchasers of Lots 23 through 30, Lots 32 through 39, Lots 90 through 98, and Lots 105 through 108 obtained building permits from Teton County, Idaho and constructed homes.

WHEREAS, Lots 1 through 19; Lot 31; Lots 40 through 89; & Lot 111 are owned by Developer and remain unsold.

WHEREAS, due to the downturn in the national and local economy in 2008 and the corresponding real estate slump Developer was unable to complete all Developer-provided infrastructure in the Project within the 10-year timeframe contemplated by the Original Developer Agreement.

WHEREAS, by letter dated June 27, 2012 the County notified Developer that Developer was in breach of the Original Development Agreement for failing to complete construction of Developer-provided infrastructure to Phases 2, 3 and 4 of the Project, and stating among other

2
VALLEY VISTA
DA



TETON COUNTY JUVENILE PROBATION

230 N MAIN #108 • DRUGS ID 83422 • P208-354-3862 • F208-354-2994

Renee Leidorf
Chief Juvenile Probation Officer

Commissioner Report

ON June 30, 2015

Total Probation Case Load = 12

Total number of Juveniles on formal PROBATION – 9

Male – 6
Female - 3

Total number of Juveniles on DIVERSION – 3

Male – 3
Female -0

Interstate Compact – 1

Juveniles supervised in Teton County through ICI – 0
Juveniles supervised in other states through ICI -1

Courtesy Supervision – 0

Juveniles supervised in Teton County -0
Juveniles supervised in other counties – 0

Juveniles in Department of Juvenile Corrections – 3

Pretrial Release Supervisions = 1

The following information has been compiled for the past THREE months
(April 1 – June 30, 2015)

Number of drug tests done – 30

Positive – 8
Negative – 22

How many times each drug came up positive

NICOTINE – 1
THC (Marijuana)-2
ALCOHOL-1
AMPHETIMINES-1
CREATININE- 0
OPIATES: 3

August 10, 2015 BoCC

Probation violations filed – 3

Juveniles whose probation was revoked due to noncompliance – 0
Juveniles whose probation was extended– 1

Detention Days: 34 Days

Days Juveniles spent in 5-C – 4 days

Days Juveniles over 18 years of age spent in Madison County Jail – 30

Juveniles released from probation/diversion – Probation-2 / Diversion-0

Cases transferred to Adult Misdemeanor Probation – 0

Total Money Collected: \$744.00

Cost of supervision fees – \$310.00

Drug testing fees – \$434.00

Offenses committed by Juveniles currently on probation

Alcohol minor consumption – 1
Disturbing the peace – 2
Driving Under the Influence - 2
Grand Theft- 1
Petty Theft- 2
Possession of controlled substance- 1
Property-malicious injury to property – 2
Runaway-1



Teton County

Emergency Management & Mosquito Abatement & IT

Department Report 7/9-8/8/2015



Projects Accomplished

We are now storing regional Medical Sheltering resources at the armory. These supplies will support those with medical issues that need assistance when our hospital is overwhelmed. Because we are housing them for the region we will be at the top of the list when we have a need to utilize them.

Our current web developer is seeking to retire by the end of the month. I have been looking for a replacement and have visited with 3 different firms. I could only find one local option, and the other two were from Idaho Falls and Rexburg. The local developer was unfamiliar with the language that our current site is written in and selecting them would require a complete website revision that would total almost \$5,000. They also didn't have any experience with County websites. AHFX in Idaho Falls is the current web developer for Jefferson County. Our current developer visited with them and thinks they would be fully capable to maintain our current site and perform any changes that we might need. Jefferson County highly recommended them, and they would not require any up-front cost. In fact they would be \$10 less per hour than our current developer. I propose that we proceed to work with AHFX on a per hour basis. I would like to pursue a website mobile optimization project next fiscal year and work with all of our agencies to assess any other needed updates to make at that time. May we proceed to use AHFX as our web developer?

Future Projects

I am currently evaluating our IT support options and will have some more information and options for you soon. I am also working on our cybersecurity through reviewing and revising our passwords and our password policy as well as the administrator accounts and who has access to them. I would like to use some time at the next EODH meeting to discuss it with everyone. In addition I am looking at best practices for lifecycle guidelines for our IT infrastructure that I will propose at the next EODH meeting. This will give us a roadmap going forward and enable us to more easily plan for the replacement of all critical IT infrastructure.

On August 19th at 6:30 PM in the BOCC meeting room, we will have our 3rd meeting for the AHMP revision process where you as the BOCC, and the Mayors of each City will prioritize the projects that have been identified for each jurisdiction.

Future Appointments

8/7-8	Teton County Fair
8/19	AHMP Project Prioritization Meeting 6:30 PM
8/20	ASPR meeting in IF
9/1	Teton County Radio/LEPC meeting 2:30-5

Attachment # 5
August 10, 2015 BoCC



• AHFX150728 •

Service Contract

This information should be considered private and confidential, and may not be shared with any third party without prior written permission. All contents © AH Digital FX Studios, INC.

AH Digital FX Studios, INC

"Succeed Online"

10551 E. Ririe Hwy.
Idaho Falls, ID 83401
T. 208.419.0868
F. 208.538.6748
info@ahfx.net



The Client acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Client. The Client is aware that the Provider reserves the right to change the specified rates and charges from time to time.

Term

The Term of this contract shall be 1 year, but either party may cancel the contract for any reason, with or without cause, upon 30 days notice.

Applicable Law

This contract shall be governed by the State of Idaho and any applicable Federal law.

This information should be considered private and confidential, and may not be shared with any third party without prior written permission. All contents © AH Digital FX Studios, INC.

AH Digital FX Studios, INC

"Succeed Online"

10551 E. Ririe Hwy.
Idaho Falls, ID 83401
T. 208.419.0868
F. 208.538.6748
info@ahfx.net



CONTRACT FOR SERVICES RENDERED

This is a contract entered into by AH Digital FX Studios, INC (hereinafter referred to as "the Provider") and Teton County (hereinafter referred to as "the Client") on this date, .

The Provider's place of business is 10551 E. Ririe Hwy, Idaho Falls, ID 83401 and the Client's place of business is Teton County Courthouse, 150 Courthouse Drive, Driggs, ID 83422.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Services To Be Rendered By Provider Include But Are Not Limited To:

1. Website design, development, and maintenance
2. Database design, development, and maintenance
3. Information technology consultation and troubleshooting

Payment for Services Rendered

The Client shall pay the Provider for services rendered according to the Terms of Service, Acceptable Use Policy, and Customer Service Agreement attached, within 30 calendar days of the date on any invoice for services rendered from the Provider. The current development rate is \$75 per hour billed in quarter hour increments.

This information should be considered private and confidential, and may not be shared with any third party without prior written permission. All contents © AH Digital FX Studios, INC.

AH Digital FX Studios, INC

"Succeed Online"

10551 E. Ririe Hwy.
Idaho Falls, ID 83401
T. 208.419.0868
F. 208.538.6748
info@ahfx.net



Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Name (Print or Type): Adam Hayes
Company: AH Digital FX Studios, INC
Title: President
Address: 10551 E. Ririe Hwy.
City, State & Zip: Idaho Falls, ID 83401
Signature: Adam R. Hayes
Date: July 28, 2015

Authorized Agent for the Client
Name (Print or Type): Bill Leake
Company: Teton County Idaho
Title: Chairman, Board of County Commissioners
Address: 150 Courthouse Dr. #208
City, State & Zip: Driggs, ID 83422
Signature: Bill Leake
Date: 8-24-15

This information should be considered private and confidential, and may not be shared with any third party without prior written permission. All contents © AH Digital FX Studios, INC.



WK: 208-354-0245
djohnson@co.teton.id.us

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

August 5, 2015

TO: Board of County Commissioners
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS
SUBJECT: Public Works Update

The following items are for your review and discussion at the August 10, 2015 BoCC Meeting.

SOLID WASTE

Monitoring well report dated 6/24/2015 showed well TMW-6 was high in zinc. Teton County requested that the well be re-tested. Results from the re-testing show levels of zinc fall within the acceptable range. See attached email from Rocky Mountain Environmental.

Solid Waste Foreman, Chris Harris, submitted his two week notice on 8/4/2015. Todd Nichols has agreed to fill the position and will be promoted from operator to foreman.

Landfill Cap Update:

Landfill Cap Rehabilitation Project – We are encountering garbage at more shallow depths than originally anticipated. The result of this is not having the cap material expected from the existing cap. We are currently in the process of estimating how deficient we will be with cap material and identifying sources for obtaining the additional material.

Material Haul Project – Zollinger has completed their contractual obligation for hauling material from the Felt Pft. Because this is a DEQ approved source, the County is currently considering extending their contract to make up for the cap material deficiency we have encountered.

General Fill Haul Project – Action Excavation will begin hauling general fill material as soon as the cap surface model has been modified to account for the shallow garbage encountered.

Waste & Recyclable Collection Contract: RAD is currently working with the County Attorney to address details and concerns of the contract language.

ROAD & BRIDGE

Road & Bridge Crews:

Crews have completed chip seal efforts for the year. They will be focusing on reconstruction of Rammell Mountain Road next.

Mowing of bike path is scheduled for the week of 8/10

ENGINEERING

E5000S Road Reconstruction: Crews continue with the road structural section. All culverts have been installed and MD will begin with the top 2 lifts of material. The contract substantial completion date was August 1, not including additional weather days. Work approach has changed with the approval of a 2" asphalt driving surface added to the scope. We have requested that the shoulder work be completed prior to paving. The substantial completion date will be adjusted as well.

Estimates for applying a 2" hot mix asphalt (HMA) driving surface were received from CM Owen Construction, DePatco and HK Contractors. DePatco was the low bid. The current contract with MD Excavation will be amended to now include paving. A bid from MD Excavation is attached outlining all additional costs for paving. Additional funds necessary for paving are being proposed as follows:

2015 Fund 33, Account #521, Chip Seal*	\$96,900
2016 Fund 33, Account #521, Chip Seal*	\$33,500
General Fund Remaining Cash	\$232,217.50

*2015 and 2016 Fund 33 monies were originally to be used for triple coat of chip seal treatment as part of the original design. Those dollars will now go towards the cost for paving.

ACTION ITEM: Motion to approve additional funds in the amount of \$232,300 for asphalt paving treatment on E5000S. Additional funds to be taken from the general fund remaining balance.

W6000S Design: Public Notice for the wetland permit application through the Army Corps of Engineers was closed on 8/4/2015. 2 Comments were received; one from the USFS and one from an adjoining resident. Comments will be addressed as part of the mitigation plan. Next step is to work with the Alder Environmental in completing a Wetland Functional Assessment.

Scenic Parkway: Town Hall Meeting 8/10/2015 at 6:30. I will provide a brief overview of the proposed project, associated costs and procedures for different options being considered. The meeting will then be opened up to the public for comment.

Vacation Schedule: I will be out of the office beginning the afternoon of 8/13/2015 and returning 8/24/2015.



Attachment # 7 August 10, 2015 BoCC

FROM: Teton County Planning and Zoning Staff

RE: Teton County Land Use Code Revision Work Plan

DATE: July 29, 2015

The purpose of this work plan is to solidify a plan for revisions, outreach and adoption to the Draft Land Use Code. At this point in the Land Use Code revision process it is important to present a clear and unified process for the changes in the new Land Use Code, as well as solicit very specific public feedback on the draft code.

As we near the completion of a "Public Review Draft", we need to take inventory of where we are at and what needs to be completed. Below is a list of the identified steps that will be taken over the next few months to ensure the new Land Use Code meets the policies of the Comprehensive Plan, the needs of the community and the goals established by the Planning and Zoning Commission at the outset of this process.

- ii. Following the Comprehensive Plan & Code Comparison analysis, the P&Z and BoCC members will review results and determine if any additional changes/clarifications are needed to the "draft code" document.
- iii. Results of the comparison analysis should be made available to the public for review and comment.
- iv. Based on public comments and input from the P&Z and BoCC, the Draft Code will be updated and released as the "Final Draft" for release to the public.
- d. Overall summary for the code. This document will outline the process, the methods, and policies utilized in developing the new code. The purpose will be to provide a summary of how we arrived at the current draft.
- e. Preliminary Zoning Map- A data driven approach will be utilized to identify which areas are appropriate in which character area. Teton County Planning & GIS are working to identify important criteria for determining the character of the land to aid in the assigning of zoning districts.
- f. Combined work meeting with PZC & BoCC
3. Education, Outreach, & Revision (forth coming public outreach plan)
 - a. Combined PZC to review and approve a Public Outreach Plan
 - b. Public & PZC Education- Through numerous types of meetings (workshops, presentations, and focused group conversations) staff will work with the PZC and public to make sure the concepts of the new code is thoroughly explained and that every opportunity is afforded to discuss concerns about the code.
 - c. Public Review- the public will have ample time to review the code, ask questions and offer suggestions on improvements. We are looking to utilize a online program which would allow the public to highlight sections of code they have questions and concerns about and make comments specifically tied to that section. We will also continue to utilize the comments boxes on TetonValleyCode.org.
 - d. PZC Review- The PZC will have opportunity for their review, the review of public comments and then make necessary revisions. The PZC will review the complete code as well as the public comments that have been gathered. This will allow them to consider issues and ideas they may have overlooked previously.
4. Revisions to draft Code- The revisions identified by the PZC will be incorporated into a revised draft. From PZC's review, a list of revisions will be made. These revisions will be incorporated into the code and again reviewed by the PZC.
 - a. Combined PZC and BoCC meeting to review the revisions the PZC will include in their recommended draft.
5. PZC Public Hearing- The PZC will hold an official public hearing to hear testimony on the code and map. The public hearing will include a summary of the changes that were made from the public review draft.
 - a. PZC Recommendation of the Code to the BoCC- any final revisions will be made and the recommended draft text and map will forwarded to the BoCC.
6. BoCC Review/Comment/Revisions- The Board of County Commissioners will have ample opportunity to review the recommended text and map. If they desire further public input or review they will have that opportunity at this time.
 - a. Public Hearing- After any revisions are made by the BoCC they will hold a public hearing and approve the text and map.
7. Final Draft & Codify- the approved text and map will be forwarded for codification along with all of the other County codes. This codification process will be included in the codification of all the other Titles of Teton County.
8. Adoption- the BoCC will officially adopt the new Land Use Code and Map and set a date for it to become effective.



Teton County Planning
150 Courthouse Drive, Room 107
Driggs, Idaho 83422
Phone: 208.354.2593
Fax: 208.354.8778

July 13, 2015

University of Idaho
College of Law
Attn: Stephen Miller

Re: Teton County Land Use Code Analysis

Stephen,

As the Planning and Building Administrator of Teton County I am looking for some assistance with the adoption of new Land Use Regulations here in Teton County. We worked with a consultant (Code Studio) to develop a "model code". We have taken that "model code" and developed a draft Land Use Code for Teton County specifically. The most up to date version of this code can be found at tetonvalleycode.org.

The Teton County Planning and Zoning Commission and staff laid out a detailed process at the beginning of 2014. Along with this process certain goals were identified to focus on from the 2012 Comprehensive Plan (this document can be found under the county page on tetonvalleycode.org). We are nearing a point where our draft is becoming complete and we want to make sure we are hitting the target with the policies in the Comprehensive Plan.

I have been doing a section by section analysis of the new code explaining how each section has changed and in general what goals from the comprehensive plan are being met. However, I would like a detailed analysis from the Comprehensive Plan perspective explaining how each policy is being met, any recommendations on how the code could be strengthened in an area to better reflect the policies and identify any policies that may not be addressed.

The purpose of this analysis will be to guide revisions of the draft code, as well as providing a document that can be used for public education and public discussion. Teton County has a very engaged public and they are very interested in how the new regulations will coordinate with the adopted Comprehensive Plan.

Ideally, this paper would be beneficial to our process if it could be delivered in October (preferably mid-October). We do have some flexibility as we are just started to plan our outreach calendar.

If you have any questions please feel free to call or email me. I encourage you to take a look at tetonvalleycode.org to see what we have been working on. It is an exciting new code for a rural county in Idaho in my opinion.

A handwritten signature in black ink, appearing to read 'Jason Boal', written over a horizontal line.

Jason Boal, Planning Administrator

AMENDED AND RESTATED HOSPITAL LEASE

BETWEEN

TETON COUNTY AS LESSOR

AND

TETON VALLEY HEALTH CARE, INC. AS LESSEE

Lease Commencement Date: January 1, 2013

Lease Amendment Date: August 10, 2015

Amended and Restated Hospital Lease

1

2.5 Term and Commencement Date. This Lease commenced on January 1, 2013 (the "Commencement Date") and shall continue for a period of ninety nine (99) years from the Commencement Date and shall end at midnight of December 31, 2112 ("Initial Term"), unless terminated earlier as provided herein, or extended as provided herein and as allowed by law. The Initial Term and any Renewal Terms, which are exercised by the Lessee, are collectively defined as the "Term" of this Lease.

2.6 Base Rent. Lessee shall pay to Lessor an annual Base Rent of \$1.00 ("Base Rent").

**ARTICLE 3
POSSESSION AND CONDITION OF HOSPITAL**

3.1 Grant of Hospital. Lessor leases to Lessee and Lessee leases from Lessor the Hospital subject to the terms and conditions of this Lease.

3.2 Condition of Hospital. Lessor delivers possession of the Hospital to Lessee without making any representations or warranties as to the condition or suitability of the Hospital for the Permitted Use. The Hospital is being leased in AS IS, WHERE IS condition. Because Lessee has been the occupant of the hospital for many years, Lessee is in a position to understand the condition of the structures and any issues associated with the Hospital. Lessor makes absolutely no representations or warranties regarding the suitability or condition of the Hospital for any purpose whatsoever. Lessee took possession of the Hospital upon the Commencement Date.

3.3 Quiet Enjoyment and Possession. Lessor covenants on behalf of itself and its respective successors, assigns and persons rightfully claiming by or through Lessor, to not disturb the quiet enjoyment, possession or Permitted Use of the Hospital by Lessee, except as permitted by this Lease.

3.4 Operations. The operations of the Lessee ("Operations") consist of all the medical and health care services performed by the Lessee.

3.5 Operating Assets. All past, current, and future rights, title, and interest in and to the equipment, assets, and all rights necessary and advisable to the Operations ("Operating Assets") are hereby transferred to the Lessee. The Operating Assets are as follows:

3.5.1 Equipment, Furniture and Fixtures. All tangible personal property owned by or leased to Lessor located in or used in connection with the Hospital including (without limitation) furniture, furnishings, fixtures, trade fixtures, medical instruments, medical equipment, equipment, office equipment, computer equipment, computer systems, furnishings, machinery, tenant improvements, blinds, curtains, drapes, floor coverings, security equipment, communications equipment, equipment operation manuals, and manufacturer's warranties and guarantees, if any ("Equipment"). The Equipment includes, but is not limited to, all capitalized equipment listed in Financial System, which is defined as the automated and manual systems used to maintain the accounting, general ledgers, and sub ledgers of the Lessee.

3.5.2 Real Property Leases. The leases of the real property ("Real Property Leases") identified on Schedule 3.5.2.

AMENDED AND RESTATED HOSPITAL LEASE

WHEREAS, on January 1, 2013, Teton County, Idaho ("Lessor"), and Teton Valley Health Care, Inc., an Idaho non-profit corporation ("Lessee") entered into that certain 99 year Hospital Lease ("Lease"). The Lessor and Lessee have agreed to amend and restate the Lease as follows:

**ARTICLE 1
PURPOSE**

To promote the health and well-being of the residents of Teton County, Teton County previously founded and operated a county hospital under various assumed names such as, but not limited to Teton Valley Hospital and Surgcenter, Teton Valley Healthcare, Teton Valley Hospital, Teton County Hospital (collectively the "County Hospital"). The rapid and continuous progress in medical care, the enhancement of medical expertise and knowledge available in Teton County for the benefit of its citizens, the increasing expertise, skill and experience required to effectively administer and manage the multifaceted aspects of hospital health care, and the increasing role of the federal government in the financing of health care, has caused and will continue to cause a significant expansion of the services offered by, and the complexity of operating, the county hospital. The medical, financial, administrative, management, and other functions of the county hospital are different than the standard governmental functions performed by Teton County. To facilitate the proper fit and focus on providing medical care, managing health services, and growing medical services and facilities for the benefit of the citizens of Teton County, on January 1, 2013 Teton County invoked its rights under Idaho Code Section 31-3515A to lease the county hospital facility to a nonprofit corporation that has as its sole purpose and objective the continued enhancement of medical care for the benefit of the citizens of Teton County.

**ARTICLE 2
BASIC PROVISIONS**

The following basic provisions are a part of this Lease:

2.1 Lessor. Teton County is the "Lessor." Lessor's mailing address is 150 Courthouse Drive, Driggs, Idaho 83422 (telephone (208) 354-2905).

2.2 Lessee. Teton Valley Health Care, Inc. is the Lessee. Lessee's mailing address is 120 East Howard Avenue, Driggs, Idaho 83422 (telephone (208) 354-2383). The objective of Teton Health, Inc. is to operate Teton Valley Hospital to fulfill the purpose of the Lease as set forth in Article 1.

2.3 Hospital. The subject of this Lease is that certain real property and improvements located at 120 East Howard Avenue and certain other properties in the area, Driggs, Idaho consisting of the real property and improvements now existing or later constructed, together with all easements, rights and appurtenances to the real property, all as more fully illustrated and legally described on the attached Schedule 2.3 ("Hospital").

2.4 Permitted Use. The Hospital may be used under this Lease for medical care and services ancillary to medical care in accordance with those uses and purposes allowed by Idaho Code Section 31-3515A as that statute exists on the date of this Lease Amendment. (the "Permitted Use").

Amended and Restated Hospital Lease

2

3.5.3 Personal Property Leases. All equipment and other personal property for tangible personal property identified in and attached to Schedule 3.5.3 ("Personal Property Leases").

3.5.4 Contracts. All of Lessor's rights related to all contracts, agreements, options, and commitments, including (without limitation) any purchasing or supply agreements, employment agreements, and service contracts, and third party payer agreements, including but not limited to Medicare, Medicaid, Blue Cross of Idaho, and Blue Shield of Idaho.

3.5.5 Cash and Receivables. All rights in Lessor's bank accounts, cash and other liquid assets, securities, and accounts receivable related to the operation of the Hospital and as reflected on the Lessor's business records and financial statements relating to the Hospital (the "Cash and Liquid Assets"), will be transferred to Lessee pursuant to the Liquid Assets Transfer Agreement between Lessor and Lessee dated as of the Commencement Date (the "Liquid Assets Transfer Agreement"). The Liquid Asset Transfer Agreement is attached hereto and incorporated herein as Schedule 3.5.5 and any breach of its terms shall constitute a default of this Agreement.

3.5.6 Prepaid Expenses. Deposits with Lessor's vendors, prepaid items, prepaid expenses, and similar amounts paid by Lessors to other vendors of services or goods for which Lessors have not received services or goods in return. The Prepaid Expenses include, but are not limited to, the Prepaid Expenses identified in the Financial System. Notwithstanding the foregoing, no items of prepaid insurance policies paid by the Lessor to ICRMP relating to the Hospital are transferable.

3.5.7 Accounts Receivables. All accounts receivable, amounts owed by third-party payers such as Medicaid, Medicare, insurance companies and responsible individuals, work-in-progress (unbilled services rendered prior to the Commencement Date), promissory notes, and other amounts owed to Lessors and arising in the ordinary course of business ("Receivables"). The Receivables include, but are not limited to those listed in the Financial System.

3.5.8 Motor Vehicles. All of Lessor's motor vehicles as listed on Schedule 3.5.8.

3.5.9 Patient and Medical Records. All paper, electronic, and other copies of all patient records, medical records, patient lists, customer lists, correspondence, files, manuals, practice protocols, and policies used in the Operation ("Patient Records").

3.5.10 Business Records. All accounting records, financial records, operations records, vendor lists, price lists, operations manuals, and all other records, files, memoranda, sketches, bids, contracts, and other documents relating to the Operations ("Business Records").

3.5.11 Inventory. All items included as inventory on the Business Records, all prescription and other drugs, all medical, janitorial and office supplies, and all other operating supplies.

3.5.12 Pharmaceuticals and Controlled Substances. All pharmaceuticals, controlled substances, medicines, drugs, and related items.

3.5.13 Licenses and Permits. To the extent they are transferable, all licenses and permits used in the Operations, including but not limited to the licenses and permits identified on Schedule 3.5.13.

#8
Amended

3.5.14 Intellectual Property. All the Lessor's rights, title and Interest in (i) all trademarks, trade names, service marks, assume business names, copyrights and any applications therefore relating to the Hospital; (ii) all rights in the names "Teton Valley Hospital", "Teton Valley Hospital and Surgicenter", and "Teton Valley Health Care" and (iii) all logos, symbols, business manuals, policies, and tangible or intangible advertising materials that have been created by or for Lessor or that are or have been used in the Operations ("Intellectual Property").

3.5.15 Communication Addresses. All telephone numbers, facsimile numbers, Internet addresses, Internet domain names, Internet domain name registrations, log-in identifications, user identifications, screen names and on-line service identifications relating to the Operations.

3.5.16 Computer Software and Databases. To the extent they are transferable, all computer software, applications and databases owned, licensed, leased, internally developed or otherwise used in the Operations.

3.5.17 Proprietary Information. All rights in Lessor's Proprietary Information. "Proprietary Information" means all information, data, software and materials (whether contained in documents, electronic media or other forms) relating to or used by Lessor in connection with the Hospital, including, without limitation, information about Lessor's materials, procedures, inventions, expertise, patient lists, medical records, financial data, vendors, marketing plans, and trade secrets.

3.5.18 Tangible and Intangible Personal Property. All other tangible and intangible personal property owned by Lessor and used in the Operations.

3.5.19 Goodwill. All rights of Lessor in (i) the favorable consideration which Lessee has in the minds of the citizens of Teton County, the physicians and other members of the medical community and the public, (ii) the reasonable expectation that the Lessee will be preferred by existing and potential patients and physicians, and (iii) the advantage and benefit that existing and potential patients and physicians will patronize the Lessee ("Goodwill").

3.6 Charitable Assets. The Hospital includes all trusts, bequests, charitable donations, and related real and personal property used in the Operations that has been given, conveyed or otherwise transferred to the Lessor for charitable purposes prior to the Commencement Date.

3.7 Operating Liabilities. The Lessee shall assume all Known and Contingent Liabilities, as described below (collectively "Assumed Liabilities"):

(a) **Known Liabilities.** Known liabilities are those liabilities that were incurred by the Lessee or the County Hospital in the ordinary course of business that have not been paid as of the commencement date. Known Liabilities in excess of Ten Thousand 00/100ths Dollars (\$10,000.00) are described on Schedule 3.7 (a), attached hereto and incorporated herein.

(b) **Contingent Liabilities.** Contingent liabilities means an existing condition, situation, or set of circumstances involving uncertainty as to a possible liability to the Lessee or the County Hospital that will ultimately be resolved when one or more events occur or fail to occur ("Contingent Liabilities"). Nothing herein shall be deemed to waive or compromise any rights under any insurance coverage maintained or to be maintained by the Lessor, Lessee, or any third party that may have responsibility. Nothing herein shall be deemed to waive or compromise any

Amended and Restated Hospital Lease

5

4.2 Lessee's Use of Hospital. The Hospital shall be occupied and used by Lessee only for the Permitted Use and for no other purpose.

4.3 Lessee's Maintenance Obligations on Hospital. Lessee shall, at Lessee's sole expense keep and maintain the Hospital in good condition. Lessee's maintenance and repair obligation includes, but is not limited to, all plumbing, heating, air conditioning, ventilating, electrical, lighting, telecommunications, fire suppression, interior walls, ceilings, floors, windows, doors, plate glass, cabinets, landscaping, parking area, pavement, and sidewalks.

4.4 Utilities. Lessee shall be solely responsible for and shall promptly pay all charges, when due, for water, sewer, natural gas, electricity, telephone, cable, computer, security and any other utility or other service used upon or furnished to the Hospital at the request of the Lessee.

4.5 Trash. Lessee shall provide, maintain and pay for trash receptacles at the Hospital in which to place trash and shall cause the trash to be removed from the area as often as is reasonably necessary.

4.6 Signs. All interior and exterior signs on the Hospital (including building directories, wall and door signs, and exterior building signs) shall be designed, installed, maintained, repaired, replaced or improved by Lessee at Lessee's expense without the necessity of Lessor's consent or review. The signs shall be installed to avoid structural overloading of the improvements to the Hospital.

4.7 Structural Alterations. Lessee may make structural alterations or improvements (including creating any openings in the roof or exterior walls, and adding additional space) to the Hospital without the prior written consent of Lessor. However, any alterations that would require a building permit under any applicable laws or regulations must be stamped and approved by a professional engineer licensed in the state of Idaho.

4.8 General Alterations and Remodeling. In addition to the structural alterations identified herein, Lessee has the right at all times to make alterations to, or perform remodeling of, the Hospital without Lessor's consent or review. Lessee's authorized alterations and remodeling include, but are not limited to, erecting, installing or rearranging cabinets, shelves, bins, electrical, plumbing, computer service and outlets, machinery, rooms, non-load bearing walls, air conditioning or heating equipment, and trade fixtures.

4.9 Lessee's Hazardous Material Representations and Warranties. Lessee represents and warrants to Lessor as follows:

4.9.1 Hazardous Material Use. Lessee has no knowledge, nor has it permitted any Hazardous Material to be generated upon, transported to, stored, disposed, released or used in or about the Hospital except as incidental to the Permitted Use and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Lessee has complied with all laws regulating the use, reporting, storage, and disposal of Hazardous Material.

4.9.2 Notice of Liability. Lessee has not received from any governmental entity or third party any request for information, notice of claim, demand letter or other notification, notice or information that Lessee may be (i) potentially subject to or responsible for any investigation or clean-up or other remediation of Hazardous Material; (ii) potentially liable for damage to persons, property, or

defense or counterclaim that could be made or asserted by or on behalf of the Lessee or Lessor or any other third parties with respect to any claim, act, action or obligation, whether or not covered by insurance. Nothing herein shall be deemed to waive or compromise any rights, defense or counterclaim that could be made or asserted by or on behalf of the Lessee or Lessor or any third parties with respect to any claim, suit or action under or otherwise covered by or subject to the Idaho Torts Claims Act. The Parties agree that the Lessee may obtain new provider numbers from governmental or private payers and not use the current provider numbers. Contingent Liabilities in excess of Ten Thousand 00/100ths Dollars (\$10,000.00) are described on Schedule 3.9 (b), attached hereto and incorporated herein.

(c) **Excluded Liabilities.** The Lessee shall not assume liabilities that are not Known Liabilities or Contingent Liabilities ("Excluded Liabilities"). Liability for all Excluded Liabilities shall remain with the Lessor.

3.8 Operating Obligations. Lessee shall assume all past, present and future obligations of Lessor as they relate to the County Hospital, including, but not limited to, its Operating Assets, Operations, and Charitable Assets as set forth below.

3.8.1 Trade Payables. All liabilities related to amounts owed to vendors of supplies and inventory by Lessor that relate to, arise from, or are in connection with the Operations.

3.8.2 Purchase Orders. All liabilities related to purchase orders and commitments that relate to, arise from, or are in connection with the Operations.

3.8.3 Personal Property Leases and Contracts. All liabilities related to Personal Property Leases identified in Schedule 3.8.3 and all Contracts.

3.8.4 Litigation and Judgments. Any litigation, arbitration or mediation, and any amounts payable to resolve disputes, if any, including but not limited to judgments, settlements, arbitration, or mediation.

3.8.5 Patient Records Compliance. Any liability arising from or related to the failure to properly comply with (i) all federal, state, local and other statutes and regulations, (ii) all rules and regulations of the regulatory agency governing the County Hospital and Lessee, and (iii) the duty to exercise the requisite care, skill and knowledge in performing Lessee's and the County Hospital's professional duties relating to the preparation, retention, storage, duplication, preservation and other obligations relating to Patient Records.

3.8.6 Errors and Omissions. Any liability or amounts payable arising from or related to any claims of errors and omissions.

ARTICLE 4 OPERATION AND USE OF HOSPITAL

4.1 Reports to Lessor. Lessee shall provide a quarterly standard financial report that includes income statement, balance sheet and cash flow statement. Lessee shall also annually provide a fixed capital asset list and an audited financial report.

Amended and Restated Hospital Lease

6

natural resources in connection with any Hazardous Material; or (iii) in violation of any laws relating to Hazardous Material.

4.9.3 Investigations. There have been no environmental investigations, studies, audits, samples, tests, reviews or other analyses, the purpose of which was to discover, identify or otherwise characterize the condition of the soil, groundwater, air, or presence of asbestos or PCBs at the Hospital.

4.9.4 Asbestos. There is no known asbestos present in the Hospital, and no asbestos has been removed from the Hospital, except according to the requirements of the Clean Air Act and the Occupational Safety and Health Act.

4.9.5 USTs. There is one known six thousand gallon underground storage tank ("UST") used for the storage of propane. Otherwise there are no USTs on, in, or under the Hospital. No USTs have been closed or removed from the Hospital.

4.10 Lessee's Hazardous Material Use. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Hospital by Lessee, its agents, employees, contractors, customers, clients, patients, guests or invitees except as incidental to Lessee's Permitted Use of the Hospital or only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Lessee shall comply with all applicable laws and regulations regulating the use, reporting, storage, and disposal of Hazardous Material.

4.11 Hazardous Material Definition. As used in the Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, which is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term Hazardous Material includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. § 6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

4.12 Real and Personal Property Taxes.

4.12.1 Lessee's Payment of Taxes. Lessee agrees to pay before they become delinquent any and all taxes (both general and special), assessments, or governmental charges or fees lawfully levied or assessed against the Hospital (separately "Tax" or collectively, the "Taxes").

4.12.2 Tax Notices. Promptly upon Lessor's receipt, Lessor shall furnish to Lessee all notices of assessments or changes in valuation so that Lessee may exercise Lessee's rights to challenge the assessments or valuations. Lessor shall furnish to Lessee the Tax statement for the Hospital or

Hospital immediately upon receipt from the taxing authority in the event the Tax statement is sent to Lessor. If allowed by the applicable taxing authority, Lessee may request that all Tax bills and notices be sent directly to Lessee.

4.12.3 Lessee's Challenge of Taxes. If Lessee desires to challenge any Tax, then Lessee shall provide Lessor with prior written notice of the challenge, and Lessee may, at its sole cost and expense (in its own name or in the name of Lessor, or in the name of both, as Lessee may deem appropriate) contest any Tax. If Lessee challenges any Tax, Lessee need not pay the disputed Tax until the Tax is adjudged to be valid. In no event shall Lessee allow a Tax foreclosure or sale to proceed against the Hospital, and in the event of any Tax foreclosure or sale Lessee shall either promptly pay or bond against the Tax. Lessor agrees not to take any action, which would extinguish or restrict Lessee's rights to make or prosecute any Tax challenge and to reasonably cooperate with Lessee in any Tax challenge. At the conclusion of the challenge, Lessee shall pay the Tax to the extent that the Tax is held valid, plus all court costs, interest and penalties and other charges relating to the Tax.

4.13 Covenant Against Liens. Lessee will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Lessee's sole expense, any mechanics' lien or similar lien against the Hospital which Lessee created or caused to be created by Lessee's work on the Hospital. Any lien against the Lessee shall attach only to Lessee's leasehold interest in the Hospital. Lessor will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Lessor's sole expense, any mechanics' lien or similar lien against the Hospital or Hospital which Lessor created or caused to be created by Lessor's work on the Hospital. A party may, at the party's sole expense, contest any lien, and the lien may remain pending resolution of the challenge. The party challenging the lien shall indemnify and hold the other party harmless from any and all loss, damage or expense occasioned by the lien challenge. If the lien is adjudged to be valid, the challenging party shall promptly pay and discharge the lien.

4.14 Lessee's Maintenance of Hospital Assets. Lessee shall: (i) maintain the Hospital Assets in good operating condition, repair and appearance; (ii) maintain the Hospital Assets in accordance with the service and maintenance guidelines of the manufacturer of the Hospital Assets; (iii) promptly make and prosecute any warranty claims regarding the Hospital Assets; (iv) use the Hospital Assets in the regular course of business only, within its normal capacity and without abuse; and (v) maintain the Hospital Assets at Lessee's address indicated in Article 2. Lessor shall be entitled to conduct periodic inspections, evaluations, and inventories to determine the condition of Hospital Assets. Lessee shall cooperate with Lessor's request to conduct such inspections, evaluations, and inventories. Lessor shall provide Lessee with written notice at least ten (10) business days prior to any inspection, evaluation, or inventory and Lessor shall not unreasonably interrupt the normal operations of the Hospital in conducting its inspections, evaluations, and inventories.

5.15 Lessee's Capital Improvements Plan. Lessee's investment in the Hospital and Operating Assets must be greater than or equal to the depreciation of the same. Performance of this covenant shall be measured based on a three year running average.

4.16 Lessor's Right of Entry. After obtaining Lessee's consent, which shall not be unreasonably withheld or delayed, Lessor and Lessor's agents may enter the Hospital during Lessee's normal business hours to inspect the general condition and state of repair of the Hospital. Lessor's entry shall be supervised by Lessee, and Lessor shall not interfere with, or create a hazard to, Lessee's

reasonable business hours and without damage to the Hospital to exercise any privilege of sale, repossession or other foreclosure rights.

**ARTICLE 7
LOSS AND DAMAGE TO HOSPITAL**

7.1 Liability Insurance. Lessee shall purchase, obtain and maintain during the Term of this Lease a policy of commercial general liability insurance utilizing an Insurance Services Office standard form with broad form general liability endorsement, or equivalent, in an amount of not less than \$1,000,000.00 per occurrence and \$3,000,000 in the aggregate for bodily injury and property damage combined. The policy shall insure Lessee with Lessor as an additional insured and shall also insure against liability arising out of the use, occupancy or maintenance of the Hospital.

7.2 Property Insurance. Lessee shall purchase and obtain a policy of fire and extended coverage insurance in an amount equal to but not less than \$500,000 or the full insurable value (whichever is greater) of the improvements and an amount equal to the full insurable value (from time to time) of the Hospital, protecting Lessee against loss on account of damage to or destruction of the Hospital by fire or other casualty covered by a so-called "extended coverage" endorsement or a "special forms" policy, including, without limitation, vandalism and malicious mischief endorsements.

7.3 Insurance Provisions. If Lessee does not maintain the required insurance, then Lessee is in default, is deemed to self-insure and bears all risk of loss or damage. If Lessee does not maintain the required insurance, then Lessor has the right, but not the obligation, to purchase the required insurance in the amount of a commercially reasonable premium and from any qualified insurer, and to charge the premium to the Lessee as additional rent. The policy shall be with an insurer with a Best's rating of B+ or higher. Compliance with this Section shall not limit the liability of Lessee under this Lease. Lessee shall deliver to Lessor evidence of coverage for the required insurance policies within thirty (30) days after the Commencement Date. No policy shall be cancelled or modified in coverage or amount of coverage except after thirty (30) days prior written notice to Lessor. Lessee shall furnish Lessor with evidence of coverage for the renewal policies. Lessee may provide insurance in whole or in part by the use of a "blanket" policy or policies covering Lessee's interests in other properties in addition to the Hospital.

7.4 Waiver of Subrogation. To the extent permitted by their respective insurers, Lessor and Lessee (and each person claiming an interest in the Hospital through Lessor or Lessee) release and waive their entire right of recovery against the other for direct, incidental or consequential or other loss or damage arising out of, or incident to, the perils covered by insurance carried by each party, whether or not due to the negligence of Lessor or Lessee.

7.5 Damage or Destruction of Hospital.

7.5.1 Lessee's Duty to Rebuild. In the event of damage to or destruction of the Hospital, including any improvements made by Lessee, by fire or other casualty, Lessee shall give Lessor immediate notice and shall repair, restore or rebuild the improvements to the Hospital using insurance proceeds. Lessee shall not be obligated to rebuild the Hospital if a governmental entity prevents reconstruction of a similar building on the Hospital property. In this event, the Lease shall terminate as of the date of the fire or other casualty.

business operations. In the event of an emergency arising within the Hospital that endangers property or persons, the consent requirement is waived by Lessee.

4.17 Lessor's Title. Lessor shall have and retain paramount title to the Hospital free and clear of any act or inaction of Lessee that may restrict or encumber the Hospital.

**ARTICLE 6
CHANGES IN THE PARTIES**

6.1 Relationship of Parties. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, debtor and creditor, partnership or joint venture.

6.2 Successors and Assigns. This Lease shall benefit and bind the successors and permitted assigns of Lessor and Lessee.

6.3 Lessee's Assignment and Subletting Without Lessor's Consent. Without Lessor's prior written consent, Lessee may not assign or sublet any part of this Lease, which consent shall not be unreasonably withheld by Lessor, except no such consent shall be required if Lessee's assignment or subletting is (i) to a subsidiary of Lessee, (ii) to the entity with which or into which Lessee may merge, whether or not Lessee is the survivor of the merger, (iii) to any affiliate of Lessee, or (iv) to a lender or other party as security for any financing or other obligation of Lessee, or (v) to an entity that is controlled by, controls, or is under common control with Lessee (or a valid assignee of Lessee), or (vi) for a Permitted Use. The term "control" means the power to direct or cause the direction of the management or policies, or majority ownership, of the entity.

6.4 Estoppel Certificate. From time to time upon not less than five business days prior written request by a party, the other party will deliver to the requesting party a certificate in writing, directed to a prospective purchaser, lender, or other third party, stating (i) that this Lease is unmodified and in full force and effect (or that the Lease as modified is in full force and effect, describing the modifications), and (ii) that the requesting party is not in default under any provision under this Lease (or, if in default, the nature of the default). If the party shall fail to respond within ten (10) business days of receipt the written request for the estoppel certificate, the party shall be deemed to have given the certificate without modification if (i) the written request for the certificate included a notice, in bold type, to the effect that failure to respond within the ten (10) day period would be deemed to be agreement to the certificate (and citing this Section) and (ii) the matter to which the certificate pertains is not the subject of a recorded document at the time that the party seeking or relying on the certificate purchases the Hospital or accepts a deed of trust or other financial instrument against the Hospital as collateral in connection with a loan or financing. A request for an estoppel certificate made to either party shall not be effective as notice of a change in identity of Lessor or Lessee, the parties recognizing that proposals to sell or mortgage real property may not be consummated.

6.5 Lessee's Equipment. From time to time upon not less than ten (10) business days' prior written request by Lessee, Lessor will deliver to Lessee a certificate in writing, directed to a lender or other third party, stating that Lessor (i) waives any right to equipment, trade fixtures or other property that may be affixed to, attached to or otherwise located on the Hospital, (ii) consents to any lien, security interest or other right of the lender or other third party to or in the equipment, trade fixtures or other property, and (iii) consents to the lender or other third party entering the Hospital during

7.5.2 Schedule to Rebuild. Within one hundred eighty (180) days after the date of damage or destruction of the Hospital, Lessee, at its cost, shall prepare final plans and specifications complying with applicable laws that will enable a contractor to repair, restore and rebuild the Hospital. The plans and specifications shall be presented to Lessor, and Lessor shall be deemed to approve of the plans and specifications unless Lessor provides written notice to Lessee within twenty-one (21) days of Lessor's receipt of the plans and specifications that Lessor reasonably disapproves the plans and specifications. Lessee shall have twenty one (21) days after Lessor's actual or deemed approval to submit the plans and specifications to the appropriate government authorities. Lessee shall complete the work within a reasonable time after final plans and the appropriate governmental authorities have approved specifications and all required permits have been obtained. The period to complete the work shall be extended for delays resulting from causes beyond Lessee's control.

**ARTICLE 8
DEFAULT BY LESSEE OR LESSOR**

8.1 Default by Lessee. Lessee shall be in default under this Lease if any of the following occur: (i) Lessee fails to perform or observe any covenant, agreement or condition which Lessee is required to perform or observe under this Lease and the failure is not cured within ninety (90) days after delivery of written notice to Lessee of the failure (or, if the cure cannot be effected within the cure period, then within the additional period of time as may be required to cure the default provided Lessee is diligently and continuously pursuing the cure to completion); (ii) Lessee is named as a debtor in any voluntary or involuntary bankruptcy proceeding and the same is not stayed or dismissed within 90 days of such filing; (iii) substantially all of Lessee's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (iv) Lessee makes or suffers a general assignment for the benefit of creditors; (v) if Lessee's cash on hand drops below 30 days at the last day of any month and Lessee either fails to remedy this financial situation within five days of Lessee's receipt of written notice from the Lessor or Lessee and Lessor cannot come to an agreement regarding an extension of time to remedy this event within five days of Lessee's receipt of written notice from Lessor (vi) any third party, such as a federal or state agency, brings an action against the Lessee which action results in the loss of any license, permit, or other necessary approval which would make it impossible for the Lessee to carry on the Permitted Use; or (vii) Lessee vacates or abandons all or a substantial portion of the Hospital.

8.2 Remedies of Lessor. In the event of Lessee's default as set forth in Section 7.1, Lessor shall have the remedies set forth in this Lease by the giving of seven (7) days prior written notice to Lessee at any time during the continuance of the event of default. Lessor's remedies are cumulative and not alternative remedies.

8.2.1 Legal and Equitable Remedies. Lessor shall have all remedies available at law or in equity.

8.2.2 Termination of Lease. In addition to all other rights and remedies available to Lessor in law and equity, Lessor may (i) change the locks and lock the doors to the Hospital and exclude Lessee from the Hospital, (ii) enter the Hospital and remove all persons and property therefrom without being liable for prosecution or any claim for damages for the removal, (iii) declare the Lease terminated, and (vi) repossess the Hospital Assets.

8.2.3 Advance. In the event of Lessee's breach, Lessor may remedy the breach for the account and at the expense of Lessee. If Lessor at any time, by reason of the breach, is compelled to pay, or elect to pay, any money or do any act which will require the payment of any money, or are compelled to incur any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Lessor's rights under this Lease, the money paid by Lessor, with interest from the date of payment, shall be repaid by Lessee to Lessor.

8.3 Default by Lessor. Lessor shall be in default under this Lease only if Lessor fails to perform or observe any covenant, agreement or condition which Lessor is required to perform or observe, and the failure shall not be cured within ninety (90) days after delivery of written notice to Lessor by Lessee of the failure (or, if the cure cannot be effected within the ninety day period, then within the additional period of time as may be required to cure the default provided Lessor is diligently and continuously pursuing the cure to completion). In the event of an emergency threatening imminent and serious harm to person or property, then Lessee is (i) excused from the duty owed to Lessor to provide notice and the opportunity to cure, and (ii) entitled to take any reasonable corrective action necessitated by the emergency.

8.4 Remedies of Lessee. In the event of Lessor's default as set forth in Section 7.3, Lessee shall have all rights provided at law or in equity, including but not limited to declaring the Lease immediately terminated.

ARTICLE 9 TERMINATION OF LEASE

9.1 Events of Termination. This Lease shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Lessor and Lessee; (ii) by Lessor pursuant to this Lease; (iii) by Lessee pursuant to this Lease; (iv) upon lapse of the Term; (v) upon the failure of Lessee to maintain the Hospital Assets as provided by this Lease and as required to operate the Hospital in a manner set forth by this Lease; or (vi) upon failure of Lessee to comply with all requirements imposed by Idaho law regarding the use or disposition of the Hospital Assets, including but not limited to those requirements found in Idaho Code § 31-3515A.

9.2 Surrender of Possession. Upon termination of this Lease, Lessee will immediately surrender the Hospital as defined in Paragraph 2.3 to Lessor. If possession is not immediately surrendered, Lessor may, in compliance with Idaho law, reenter and repossess the Hospital and Hospital Assets and remove all persons or property.

9.3 Holding Over. If Lessee fails to deliver actual possession of the Hospital to Lessor upon termination of this Lease, Lessor shall have all remedies available at law or in equity generally available to it under Idaho law. Sixty days subsequent to the termination of this Lease Rent shall increase to the then current fair market rent.

9.4 Condition of Hospital Upon Termination. Lessee, upon termination or abandonment of this Lease or termination of Lessee's right of possession, agrees as follows:

9.4.1 Removal of Property. Except as permitted by this Lease, Lessee shall not remove any alterations, improvements or additions made to the Hospital by Lessee or others without the prior written consent of Lessor, which consent may be withheld for any reason or for no reason.

Amended and Restated Hospital Lease

13

present in the soil or ground water on or under the Hospital. Without limiting the preceding, if the presence of any Hazardous Material on the Hospital caused or permitted by Lessee results in any contamination of the Hospital, Lessee shall promptly take all actions at Lessee's sole expense as are necessary to return the Hospital to the condition existing prior to the introduction of any Hazardous Material to the Hospital.

10.5 Effect of Lessor's Insurance on Lessee's Obligation. From time to time and without obligation to do so, Lessor may purchase insurance against damage or liability arising out of or related to the Hospital. The purchase or failure to purchase insurance shall not release or waive the obligations of Lessee set forth in this Lease. Lessee waives all claims on insurance purchased by Lessor.

10.6 Dispute Resolution. If the parties disagree regarding the performance of this Lease, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, then the parties agree to first endeavor to settle the disagreement in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved disagreement arising from or relating to this Lease or a breach of this Lease shall be resolved as provided by law.

10.7 Attorney Fees and Costs. If a party is in default under this Lease, then the defaulting party shall pay to the other party reasonable attorney fees and costs (i) incurred by the other party after default and referral to an attorney and (ii) incurred by the prevailing party in any litigation related to the default.

10.8 Interpretation. Idaho law shall govern this Lease and Idaho courts shall have exclusive jurisdiction over matters arising under or related to this Lease. The invalidity of any portion of this Lease shall not affect the validity of any other portion of this Lease. This Lease constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. Whenever the consent of either party is required to an action under this Lease, consent shall not be unreasonably withheld or delayed.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices under this Lease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person, by fax or by e-mail, or on the date of receipt if delivered by U.S. Postal Service or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, e-mail confirmation, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to Lessor and Lessee at the addresses set forth in Article 2 (or at the other addresses one party may give to another party by written notice). Any party delivering notice by fax or e-mail shall simultaneously provide notice by U.S. Postal Service, return receipt requested, with the effective date of the notice to be the date of the fax or e-mail transmission.

11.2 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

However, notwithstanding the foregoing Lessee may remove, in a good and workmanlike manner, (i) all personal property and trade fixtures of Lessee, and (ii) the Lessee will repair any damage caused by such removal in a good and workmanlike manner. If Lessee fails to remove any property, Lessor may (i) accept the title to the property without credit or compensation to Lessee, or (ii) remove and store the property, at Lessee's expense, in any reasonable manner that Lessor may choose.

9.4.2 Restoration of Hospital. Lessee shall restore the Hospital to a broom clean condition and in the condition existing on the Commencement Date, with the exception of (i) ordinary wear and tear, and (ii) alterations, improvements and additions which Lessor has not directed to Lessee in writing to remove. If Lessee fails to properly restore the Hospital, Lessor, at Lessee's expense, may restore the Hospital in any reasonable manner that Lessor may choose.

ARTICLE 10 CLAIMS AND DISPUTES

10.1 Rights and Remedies Cumulative. Except as expressly provided in this Lease, each party's rights and remedies described in this Lease are cumulative and not alternative rights or remedies.

10.2 Nonwaiver of Remedies. A waiver of any condition stated in this Lease shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver.

10.3 Indemnification. To the extent caused by an act or failure to act of Lessee or Lessee's partners, officers, directors, employees, invitees, guests, customers, clients or licensees, and regardless whether the act or failure to act is negligent, during and after the Term of this Lease, Lessee shall defend, indemnify and hold harmless Lessor, and Lessor's partners, officers, directors, agents and employees from any liabilities, damages and expenses (including attorney fees) arising out of or relating to (i) the Hospital, or (ii) Lessee's use or occupancy of the Hospital. To the extent caused by an act or failure to act of Lessor or Lessor's partners, officers, directors, employees, and regardless whether the act or failure to act is negligent, during and after the Term of this Lease, Lessor shall defend, indemnify and hold harmless Lessee, and Lessee's partners, officers, directors, agents and employees from any liabilities, damages and expenses (including attorney fees) arising out of or relating to (i) the Hospital, or (ii) Lessor's ownership of the Hospital.

10.4 Lessee's Hazardous Material Indemnification. During and after the Term of this Lease, Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Hospital, damages for the loss or restriction on use of rentable or useable space or any amenity of the Hospital, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Lessee's use of Hazardous Material as that term is defined under applicable law. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material

Amended and Restated Hospital Lease

14

SIGNATURES

LESSOR:

TETON COUNTY

Aug
Date June 10, 2015

By: W. Leake
Print Name: Bill Leake
Its: Chair, B.C.C.

LESSEE:

TETON VALLEY HEALTH CARE, INC.

Aug
Date June 10, 2015

By: Kathryn Snary
Print Name: KATH SNARY
Its: CFO

Schedule 2.3 to Lease

All of the southwest quarter of Block 7 of the Driggs Townsite, located within the NE 1/4, of the SW 1/4, of Section 26, T5N, R45E, B.M., Teton County Idaho

All of the Lessor's interest in Lots 1, 2, 3 and 4 of Block 14 of the Driggs Townsite, located within the NE 1/4, of the SW 1/4, of Section 26, T5N, R45E, B.M., Teton County Idaho

THENCE South 00°06'03" West, along said exterior hospital wall and its Northerly extension, 33.94 feet to an outside corner of said Hospital building;
THENCE South 00°03'12" West, 53.02 feet to the South line of that parcel described in the Special Warranty Deed under Teton County, Idaho Recorder's Instrument No. 63383.

THENCE North 89°58'23" West, along the South line of said parcel, 18.86 feet to the POINT OF BEGINNING.

SUBJECT TO a ten foot wide easement for utility purposes over and across the following described parcel:

COMMENCING at the Southwest corner of the hereinabove described parcel:
THENCE North 00°00' 18" East, along the west line of the hereinabove described parcel, 54.93 feet to the TRUE POINT OF BEGINNING;
THENCE North 86°21' 26" East, 38.72 feet to East line of the hereinabove described parcel;
THENCE South 00°06'21" West, along said East parcel line, 10.02 feet to a point on a line parallel with and 10 feet Southerly of the previously called line;
THENCE South 86°21' 26" West, along said parallel line, 38.70 feet to the West line of the hereinabove described parcel;

THENCE North 00°00' 18" East, along said West parcel line, 10.02 feet to the TRUE POINT OF BEGINNING.

ALSO SUBJECT TO a twenty foot side easement for ingress and egress purposes over and across the following described property;
BEGINNING at the Southeast corner of the hereinabove described parcel;
THENCE North 89°58'23" West, along the South line of the hereinabove described parcel, 68.97 feet to the Southwest corner of the hereinabove described parcel;
THENCE North 00°00' 18" East, along the West line of the hereinabove described parcel, 20.00 feet to a point on a line parallel with a 20 feet northerly of the South line of the hereinabove described parcel;
THENCE South 89°58'23" East, along said parallel line, 68.99 feet to the East line of the hereinabove described parcel;

THENCE South 00°03' 12" West, along said East parcel line, 20.00 feet to the POINT OF BEGINNING.

TOGETHER WITH all buildings, structures, improvements, fixtures and generally all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof

TO HAVE AND TO HOLD the Subject Property, with its appurtenances, unto the Grantee and its successors assigns forever.

Schedule 3.5.2

Driggs Clinic Property:

BEGINNING at the Northwest corner of Block 14, Driggs Townsite in the city of Driggs,

Teton county, Idaho;

THENCE south 89°58'23" East, along the North line of said Block 14, a distance of 81.36 feet to a point on the Northerly extension of the east wall of an old stone walled building (clinic building);
THENCE South 00°03'12" West, along said East wall and its Northerly extension, 71.34 feet to the Southeast corner of the clinic building;
THENCE North 89°38'08" West, along the exterior wall of the clinic building, 11.98 feet to an inside corner of the clinic building;
THENCE South 00°08'03" East, along the exterior wall of the clinic building, 22.51 feet to an outside corner of the clinic building;
THENCE North 89°53'39" West, along the exterior wall of the clinic building, 30.73 feet to the Southwest corner of the clinic building;
THENCE South 00°06'21" West, 26.75 feet;
THENCE North 89°47'59" East, 30.40 feet;
THENCE South 00°03' 12" West, 36.88 feet to the South line of that parcel described in the Special Warranty Deed under Teton County, Idaho Recorder's Instrument No. 63383.
THENCE North 89°58'23" West, along the South line of said parcel, 68.97 feet to the West line of said Block 14;
THENCE North 00°00'18" East, along the West line of said Block 14, a distance of 137.25 feet to the POINT OF BEGINNING;

COMPASSING an area of 10,927 square feet or 0.251 acres, more or less;

TOGETHER WITH an easement for ingress and egress purposes over and across the following described property;

BEGINNING at the Southeast corner of the hereinabove described parcel;
THENCE North 00°03'12" East, along the Easterly line of the hereinabove described parcel, 26.88 feet to an angle point in said Easterly parcel line;
THENCE North 00°48'43" East, 26.59 feet to the hereinabove described outside corner of the clinic building;
THENCE North 00°08'03" West, along the hereinabove described exterior wall of the clinic building, 22.51 feet to the hereinabove described interior corner of the clinic building;
THENCE South 89°38'08" East, along the hereinabove described exterior wall of the clinic building, 11.98 feet to the hereinabove described Southeast corner of said clinic building;
THENCE North 00°03' 12" East, along the Easterly line of the hereinabove described parcel, 9.51 feet to the South face of the Northerly wall of a ramp leading to the clinic building;

THENCE South 89°36'09" East, along said South face of ramp wall and the Easterly extension thereof, 11.57 feet to the face of an interior wall of the Hospital building;
THENCE South 00°03' 12" West, along said interior wall of the Hospital building, 8.42 feet to an inside corner of the interior walls in the Hospital Building;
THENCE North 89°36'09" West, along the face of said interior wall, 4.94 feet to a point on the Northerly extension of the exterior wall of said hospital building;

Victor Clinic Property:

That real property generally described as follows:

A portion of the NW 1/4 SE 1/4 Section 11, TWP 3 North, Rng 45 East, B.M., Teton County, Idaho, being further described as: commencing at the Victor City control corner located at the intersection of Main Street and the Southerly lines of Blocks 15 and 16 (said point being S 37°31' 40" W, 26.55' from the true center 1/4 corner of said Section 11), Thence South 378.59 feet; thence N 89°16'00" E, 65.48 feet, to a 6" concrete highway right-of-way monument, said point being the point of beginning; thence N 89°16'00" E, 165.00 feet; thence S 0°59'00" W, 116.54 feet; thence S 89°16'00" W, 163.00 feet, to a point on the easterly Right-of-Way of State Highway 33; thence North, along said Right-of-Way 116.50 feet, to the point of beginning.

Subject to reservations in United States and State Patents; existing and recorded Right-of-Ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

Property (subject to Wells Fargo Capital Lease), referred to as the "Raidman Property"

That real property generally described as follows:

All of the SW quarter, of the SW quarter, of Block 7 of the Driggs Townsite, located within the NE 1/4, of the SW 1/4, of Section 26, T5N, R45E, B.M., Teton County Idaho.

August 19, 2015 BoCC

Email from Mayor Johnson to Airport Board chairman Louis Christensen.

Before placing it on the Council agenda, I would like to see the following information made available:

A thorough cost/benefit analysis of the change. How much will it cost the City to enact this name change, and what is the anticipated return on that investment (financial or otherwise).

How 'reversible' is this action? If the city determines at a point down the road that it is not yielding the benefit intended, how difficult would it be to change back?

A name change may help the 'Teton Valley' brand, but how does it affect the 'Driggs' brand? How might this affect Driggs' business community?

Comment letters from major stakeholders, businesses, and agencies should be solicited, with particularly attention to the above question as appropriate. Specifically:

Downtown Driggs Community Association (DDCA)

Chamber of Commerce, Business Development Center, etc.

Huntsman Springs, Grand Targhee, other major employers

Teton County BOCC

Minutes from Airport Board which indicate the depth of discussion of the above points.

I understand that this level of analysis may set the process back somewhat. Nevertheless, these questions and this input are critical to the ability of the City Staff and Council to properly evaluate this request. I know that considerable public opinion was gathered and considered, but I haven't yet seen the level of analysis of economic factors to justify this. If the airport board would like to provide the above information I would be happy to bring this to the council for consideration together with that justifying documentation.

TO

City of Driggs Airport Board

P.O. Box 146

Driggs, Idaho 83422

louchris@ida.net

7/24/15 Louis Christensen asks BoCC for their opinion of changing the airport name from Driggs-Reed Memorial airport to Teton Valley-Reed Memorial airport.

-mel

ary Lou Hansen

om: Cindy Riegel
nt: Saturday, August 08, 2015 05:44 PM
: Bill Leake; Kelly Park; Mary Lou Hansen
bje: FW: Notes and Next Steps - Extension Educator Meeting
achments: Extension Educator Meeting Notes 7.28.15.pdf

All -

noticed that our agenda for Monday includes "Begin process for new U of I Extension Agent" (under Administrative shness 2e). I have already begun the process of hiring a new Extension Educator/Agent. I sent the e-mail below to the ks that attended the initial meeting with Wayne Jones (District Director) last week and copied Dawn on it. This nmary probably should have gotten into the packets for Monday. Sorry I did not copy you on it too, Mary Lou. I was t aware that it was going to be an agenda item. I was going to mention it during Committee Reports.

idy Riegel
on County Commissioner
8-313-3597

om: Cindy Riegel
nt: Sunday, August 02, 2015 11:05 AM
: jllbagley@hotmail.com; Jason Boal; Tammy Sachse; Doug Self; kenmichael17@gmail.com;
onvalleybusiness@gmail.com; wjones@uidaho.edu
: Dawn Felchle
bje: Notes and Next Steps - Extension Educator Meeting

ank you so much for participating in the Extension Educator meeting on Friday July 28th. I appreciate your time and ort in helping Teton County and the University of Idaho find Ben Eborn's replacement for our local Extension Office. ase take a quick look at my meeting notes and let me know if I missed anything.

e next steps and responsibilities are as follows:
Wayne and I will work on refining the job description to share with the hiring committee before advertising for this stion (aim to begin advertising mid to late August)
You will decide if you are willing to serve on the official hiring committee (2-3 more meetings, using your networks to t the job announcement out locally/regionally, participation in candidate interviews this fall)
I will talk to Doug about housing potential for this position (prior to advertising)
I will reach out to the Farm Bureau president to see if he/she is willing to serve on the hiring committee

anks again!

idy Riegel
on County Commissioner
8-313-3597

1

- Lynn - good people skills, sustainable agriculture practices (no till drill), new crops (quinoa), weed education, help navigate state/federal regulations
- Doug - food systems, opportunities for food hub/commercial kitchen for use by local farmers and food-based businesses

5. We discussed the hiring process and next steps:

- With input from us, Wayne will put together the job description and start advertising (nationally by the University and locally by us)
- Hiring Committee will be formed with Wayne as the Chair (Wayne said the group at the meeting would make a great hiring committee)
- Hiring Committee sends selected applicants to the University to get confirmation on minimum qualifications
- Hiring Committee conducts interviews with score sheet (aim for late October/ early November interviews)
- Scores sent to University for verification
- Hiring Committee offers position (by December 1)
- Cindy asked about other members for hiring committee - Lynn mentioned current Farm Bureau President
- Doug mentioned the possibility of providing housing for the new hire as an incentive - need to explore this further

Attachment #11
August 10, 2015 BoCC

Teton County Extension Agent Job Description and Hiring Process Meeting
Teton Valley Chamber of Commerce
July 28, 2015

Attendees:

Wayne Jones - Interim District Director, University of Idaho Extension
Cindy Riegel - Teton County Commissioner
Jason Boal - Teton County Planning Administrator
Brian McDermott - Teton Valley Business Development Center Executive Director
Tammy Sachse - Teton County Extension Assistant
Ken Michael - Full Circle Farm Owner/Farmer
Lynn Bagley - Teton Soil Conservation District President
Doug Self - City of Driggs Community Development Director

1. Introductions

2. Wayne gave a summary of the University of Idaho Extension Program:

- County Extension Agents are now called **Extension Educators**
- Requires Master's Degree
- University pays \$40-45,000 year - this is the biggest challenge in hiring
- Wayne currently hiring 5 positions in our district (Custer to Bear Lake Counties)
- **Area Educators** cover more counties and have specialties; get paid at a higher rate (Ben Eborn was promoted to an Area Educator in Ag Economics)
- There are also **Specialists for the State** as well as Programs of Distinction and Topic Systems (potatoes, grains)
- Extension Educator in the County is expected to get answers to things they don't know by connecting to the University's system of educators
- There are Area Educators in Food Systems in Moscow and Boise (Cinda Williams and Ariel Agenbroad)

3. Tammy and Lynn talked about Ben's role as Extension Educator:

- master gardener classes
- leadership training
- weed workshops
- 4-H support - classes, cooking, camps, projects
- farmer support

4. Everyone weighed in on what our County Needs:

- Cindy - connecting agriculture community/collaboration, local food system improvements for economic and community development, grant writing
- Jason - helping farmers be successful, business development, agri-tourism
- Brian - business support for small farmers, new markets, value added agriculture
- Tammy - 4-H support
- Ken - someone who can connect people/resources, help farmers diversify, help our community/economy to be more resilient and self-sufficient, tree crops

Exemplary Performance

Dawn Felchle

As a result of your exemplary performance over the last several years, Teton County has benefited significantly. Your commitment to ensuring our Information Technology system, our Facilities, and our Administrative Policies were maintained and available in a highly functional and efficient manner as a collateral duty is much appreciated. On numerous occasions, your advice and well thought out recommendations has resulted in county operations being executed in a more cost effective and efficient manner. Your efforts to build solid relationships with your peers, Department Heads, Elected Officials, City Officials, and the general public has resulted in enabling these individuals to make better and more informed decisions.

Additionally, your efforts to seek advice from the Idaho Association of Counties regarding risk issues has positioned the county to be able to avoid adverse situations which could have resulted in higher costs and inefficiencies. Your willingness to work extra hours without compensation to ensure that the Board of County Commissioners and other Elected Officials were provided the information needed to accomplish their duties in an efficient and effective manner has surely resulted in significant cost savings and avoidances.

The Board of County Commission, as indicated by our signatures below are pleased to present to you a Monetary Award in the amount of \$3000 for this exemplary performance.




Bill Leake, Chair & District 2

Commissioner



Cindy Riegel, District 1

Commissioner



Kelly Park, District 3

Commissioner

Certificates of Residency: 2015-2016			
Last Name	First Name	College or THS	Date Approved
O'Meara	Jennifer	CSI	
Sachse	Chandler	CSI	
Gonzalez - Hernandez	Karen	CSI	
Moser	Heather	CSI	
Becker	Hailey	CSI	
Moulton	Hayden	CSI	
Schwartzwalter	Kaylee	CSI	
Ripplinger	Nikole	CSI	
Cortes	Rosa	CSI	



208-354-8780
FAX: 208-354-8410

Teton County Clerk

150 Courthouse Drive
Driggs, Idaho 83422

August 5, 2015

TO: County Commissioners
FROM: Mary Lou
SUBJECT: Clerk's FY 2016 Budget Memo #6

1. The updated **BUDGET SUMMARY: ALL FUNDS** reflects decisions made to date. It includes placeholders for a 40-hour/week Weed Supervisor/Natural Resource position; animal control; and 32-hour/week Recreation Coordinator position. The General Fund Contingency holds \$123,000 (\$3,000 for snowfest snow hauling, \$10,000 placeholder for tourism component & \$110,000 contingency). The revenue projections include zero projected income from Recreation activities. All funds are balanced although the budget assumes that \$300,000 budgeted in the general fund this year will not be spent; this may be overly optimistic. However, there is a large cash reserve in the general fund.
2. An updated summary sheet regarding **MERIT & EQUITY** raises for FY 2016 is attached.
3. The budget includes a 6% allowance for increased **HEALTH INSURANCE** costs. Travis Argyle of American Insurance will have more specific information on September 14.
4. The County, Ambulance District & Mosquito District **BUDGET HEARINGS** will be held August 24, along with a **PUBLIC HEARING** to consider fee changes, including the \$60 per parcel solid waste user fee.
5. Please discuss the solid waste user fee for Grand Targhee. They have been charged \$10,901 for many years, with a 10% increase in FY 2015.
6. We still need contracts with non-profit organizations to be funded in FY 2016.

**EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
MATERIALS IN TETON COUNTY**

This exclusive Franchise Agreement ("Agreement") is entered into on this 12th day of August, 2015 between Teton County, Idaho ("County") and R.A.D. Recycling Alternative Distribution, LLC ("Franchisee") for the services described herein.

1. Definitions

For purposes of this Agreement, the following key terms and phrases are defined as follows:

ADMINISTRATOR means the Public Works Director for Teton County.

AGREEMENT means this document and all attachments, appendices and exhibits thereto including, but not limited to the Diversion Plan.

BREACH means any failure by Franchisee to meet any obligation or condition under this Agreement.

COLLECTION MATERIALS means all solid waste and approved recyclable materials generated, produced or accumulated by residents of the unincorporated areas of Teton County, Idaho, including but not limited to commercial and residential trash, waste materials, recyclable materials, and construction and demolition materials, and excluding any materials that are unacceptable to Franchisee or that Franchisee does not collect such as Hazardous Waste, as defined below.

CUSTOMER means the property owner, lessee, or occupant lessee that Franchisee performs Collection Services for.

EXCLUSIVE SERVICE AREA means the geographic limits of the County of Teton (Idaho) in which the Franchisee shall have the exclusive right and obligation to conduct Collection Services. The Exclusive Service Area includes all land in Teton County. If after the Effective Date land is annexed or otherwise added to the County which is not then in the Exclusive Service Area ("Annexed Land"), the Annexed Land Shall be added to the Exclusive Services Area.

HAZARDOUS WASTE means any waste designated as hazardous by the United States Environmental Protection Agency in 40 CFR, Part 261, or by the Idaho Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials.

HOLIDAYS. The holidays observed by the Solid Waste and Recyclables Collection Contract shall be the same as the holidays observed by Teton County, which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is rescheduled within +/- 5 days of regular schedule,

1

5. Contract Administrator

The Public Works Director for Teton County is designated by the County as its Contract Administrator for this Agreement. Matters concerning the performance of this Agreement shall be submitted to, the Public Works Director. County may, in its sole discretion, change its designation of the Public Works Director and shall promptly give written notice to Franchisee of any such change.

6. Code Compliance

Franchisee hereby agrees, covenants, and promises to comply with all provisions of the current Teton County Code and any amendments to the Teton County Code, and with all other applicable State, Federal or other agency laws pertaining to collecting and disposing of solid waste or recyclables, or any other relevant laws, which are in effect or shall become in effect during the course of this Agreement. The Franchisee and its employees shall operate and maintain all collection vehicles and equipment in compliance with all applicable law. The Franchisee shall only distribute bear proof containers that are certified by the Interagency Grizzly Bear Committee (IGBC) to property located in the Bear Conflict Zone as defined in Title 4, Chapter 7 of the current Teton County Code. The Franchisee shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under all applicable laws. Failure to so comply shall be grounds for termination of this Agreement.

7. County's Right to Inspect

Franchisee agrees to allow County to inspect all equipment used in Franchisee's efforts under this Agreement, any materials collected by Franchisee under this Agreement, and the disposal site(s), upon reasonable notice to Franchisee. Inspections shall take place during regular business hours and County shall notify Franchisee in writing of said inspection at least twenty-four (24) hours prior to inspection.

8. Indemnification

Franchisee agrees to indemnify, defend and hold harmless the County and County's officers, agents and employees from and against any and all claims and losses whatsoever arising out of or in any way related to Franchisee's performance under this Agreement, including, but not limited to claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert's fees) incurred by the County in connection with such claims. "Performance" includes a party's action or inaction or that of that party's officers, employees, agents and employees.

9. Insurance Coverage Requirements

A. Franchisee, at its sole cost and expense, shall maintain proof of general liability, workers' compensation and vehicle liability insurance. These policies shall be in full force and effect at all times during the term of this Agreement. Franchisee shall include County as an additional insured on all required policies. The policies shall require

but not eliminated. The Franchisee shall observe no additional holidays without the prior approval of the Contract Administrator.

LOCAL MANAGER - A local, authorized managing agent for the Franchisee upon whom all notices may be served from Teton County. This person shall be named at least sixty (60) days prior to the start-up of this Contract.

TRANSFER STATION or DISPOSAL FACILITY means the Teton County Transfer Station currently located at 1088 Cemetery Road, Driggs, Idaho 83422.

2. Scope of Franchise

This Agreement grants the Franchisee the exclusive right to collect and dispose of Collection Materials ("Collection Services") within the Exclusive Service Area. No person or entity other than Franchisee shall collect, transport, or deliver to any disposal, processing, recycling or similar facility any Collection Materials which Franchisee collects in accordance with this Agreement. The preceding sentence is intended to be broadly interpreted to preclude, without limitation any activity related to the collection or transportation of Collection Materials that are solicited, arranged, brokered, or provided by any person or combination of persons, either for free, or in exchange for the payment, directly or indirectly, of a fee, charge, rebate, discount, commission or other consideration in any form or amount. This clause does not apply to self-haulers, hauling their own materials.

3. Initial Term; Extension Terms; Termination

The Initial Term of this Agreement shall be seven (7) years, commencing ninety (90) days from the date this Agreement is fully executed. This Agreement shall automatically extend for successive additional terms of five (5) years ("Extension Term") unless County or Franchisee provides written notice of termination not less than one (1) year prior to the expiration of the Initial Term, or the then current Extension Term, unless the Franchisee is in material breach hereof, which breach has not been cured after reasonable notice has been given by the County. Prior to the commencement of an Extension Term, and not less than one (1) year prior to the expiration of the Initial Term, this Agreement may be modified in writing by the parties. In the event the parties cannot agree on a modification then the parties may choose to not extend the Agreement for an Extension Term.

4. Fee

In consideration for the Franchisee's right to conduct said activities, Franchisee shall pay a fee equal to Ten and 00/100 Dollars (\$10.00) per ton of trash delivered to the Transfer Station. The franchise fee shall remain fixed during any term or Extension Term(s). However, despite the provision for renewal and modification specified in Paragraph 3 above, County may, by resolution, establish a different franchise fee by adopting the same at least sixty (60) days prior to the commencement of an Extension Term. Any such change in the franchise fee must be reasonably related to industry standards for such a fee.

2

insurer to provide County with 30 days advance notice of any cancellation, expiration, non-renewal or reduction in coverage under the policy.

B. Franchisee shall maintain limits of insurance no less than:

i. **General Liability:** \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The policy shall be issued on a per-occurrence basis. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii. **Commercial Auto Liability:** \$2,000,000 per accident for bodily injury, including accidental death, and property damage that may arise from operations pursuant to this Agreement.

iii. **Workers' Compensation and Employers Liability Insurance:** Workers' Compensation Insurance as required by the Labor Code of the State of Idaho and Employers' Liability limits shall be a minimum of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the County, its officers, employees and volunteers for losses arising from work performed by Franchisee for County.

C. Subcontractors. Franchisee shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated in this Paragraph.

D. All Coverages. Each insurance policy required by this Agreement shall be occurrence-based or an alternate form approved by the County and enforced to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers. All insurance policies required by the Article shall be issued by admitted insurers in good standing with and licensed to do business in the State of Idaho, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

F. Liability Coverage Amounts. Not more often than every five (5) years during the Term, County shall be entitled to increase the amount of liability insurance coverage required under this Paragraph if such coverage is below amounts generally accepted for similar services. In that event, County and Franchisee will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services and Franchisee will provide such liability coverage amounts.

G. Franchisee's insurance coverage shall be primary insurance, for all indemnified acts in relation to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents

4

or volunteers shall be excess of Franchisee's insurance and shall not contribute with it. Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. If Franchisee does not maintain the required insurance, then Franchisee is in default. The policy shall be with an insurer with a Best's rating of B+ or higher. Compliance with this Section shall not limit the liability of Franchisee under this Agreement.

10. Proof of Insurance

Prior to execution of this Agreement, Franchisee shall provide proof of the general liability insurance required by Paragraph 9. Prior to commencement of Collection Services, Franchisee shall provide proof of all insurance required under Paragraph 9 of this Agreement.

11. Independent Contractor

Franchisee is an independent contractor in relation to County and not officers or employees of County. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of an employee of the County. Franchisee shall be solely liable and responsible for all applicable taxes and Social Security taxes, and for all other employee benefits offered to its employees.

12. Solid Waste Collection and Diversion

A. Diversion of Solid Waste.

- i. Franchisee shall make best efforts to encourage customers to recycle and reduce waste through Franchisee's implementation of the Diversion Plan for solid waste diversion, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Plan").
- ii. Franchisee shall comply with the Plan throughout the course of this Agreement. Any amendments to the Plan shall be in writing and must be approved by the County prior to implementation.
- iii. Franchisee shall bi-annually provide a report that provides the County's waste diversion data (the "Diversion Report"). The Diversion Report shall include "key performance indicators" that help determine the estimated annual diversion rate. Within 15 business days of a request from The Contract Administrator, Franchisee shall provide the Contract Administrator with records or other documentation, including weigh tickets, invoices, bills of lading, and receipts from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report.
- iv. Franchisee shall, at a minimum, provide the following residential and business services:

5

F. Before commencing operations in the County, Franchisee shall provide the County with a list of the vehicles used by the Franchisee and the license plate number for each vehicle. The list shall be updated and resubmitted to the County within seven (7) days after the Franchisee adds to or deletes from the fleet of trucks it uses in the County. All of the vehicles used by the Franchisee for transporting construction and demolition debris in Teton County shall be maintained in a good, clean, and safe operating condition.

G. Spillage. Franchisee shall exercise all reasonable efforts to keep Collection Materials collected by Franchisee contained in containers and collection vehicles. Spillage of any Collection Materials shall be promptly and appropriately cleaned up by the Franchisee at Franchisee's expense.

13. Disposal Facility

A. Franchisee will not knowingly deliver to the Transfer Station any solid waste or recyclable materials that are on the list of Teton County Solid Waste & Recycling unacceptable materials.

B. The County currently does not accept any hazardous waste or household hazardous waste. Household hazardous waste is defined as any substance that will no longer be used for its intended purpose and exhibits any of the following characteristics: it's flammable, reactive with other chemicals to emit toxic gases, or become explosive; it's corrosive or toxic to humans and animals. This includes; flammable liquids such as paint, brake fluid, hydrogen peroxide, nitrites and nitrates, flammable solids such as adhesives, glues, waxes and silicone sealants, aerosols, poisons, pesticides and asbestos containing materials.

C. Bulk demolition materials from any structures that are intended to be delivered to Transfer Station must have an asbestos inspection report stating that the demolition material does not contain asbestos or if asbestos was found then the asbestos needs to be removed and dispose of properly before Transfer Station will admit the demolition material.

D. Franchisee may only bring material to the Transfer Station during their hours of operation. Due to high flow of vehicles and limited space in Household Transfer building, commercial roll-off containers shall not be delivered to the Transfer Station on Saturdays. Franchisee will schedule their delivery of materials to the Transfer Station so that they will process and unload materials before closing time so that overtime is not required by County Personnel to close down at the end of the day. Franchisee will drop off materials in proper location and do their part in maintaining the areas organized and free of material cross contaminations. Franchisee agrees to indemnify, defend, and hold harmless the County, its officers and employees from any claims arising out of Franchisee's use of the Transfer Station, under the terms of Paragraph 8 hereof.

E. Franchisee shall pay for disposal of solid waste by Franchisee at the Transfer Station in accordance with any current County fees.

F. Franchisee shall observe and comply with all regulations and policies in effect at the Transfer Station and abide by the guidance and direction of County's personnel while on

7

- 95-gallon, and 65 gallon trash roll-carts and service options will be offered
- Weekly and every other week trash pick up service will be offered -- currently represented as part of six (6) different service options.
- Seven (7) different residential "Combination" Trash and Recycling services will be offered.
- Five (5) different business "Combination" Trash and Recycling will be offered.
- Four (4) different Commercial service options will be offered for diversion services for construction and demolition using 20 yard dumpsters

B. Unacceptable Waste. Notwithstanding subsection D below, title to all Hazardous Waste, unacceptable, infectious, or other potentially harmful or illegal wastes, shall remain with the generator (the person or entity who placed such waste out for disposal), unless Franchisee accepts responsibility for such waste in writing. Nothing herein limits any recourse that Franchisee or the County or any other government agency may have against any waste generator for the unauthorized or illegal disposal of any Hazardous Waste, unacceptable, infectious, or other potentially harmful or illegal wastes.

C. Collection. Franchisee shall collect and transport waste and recycling between the hours of 6 am and 8 pm, except for designated holidays. Franchisee shall not collect or transport at other times, unless the Franchisee has received the prior written approval of the Public Works Director. The Franchisee's commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee.

D. Ownership of Collection Materials. Ownership of all Collection Materials, upon placement in any container owned by Franchisee, shall transfer to Franchisee and shall become the property of Franchisee. Title to and ownership of all Collection Materials shall transfer from Franchisee to the Transfer Station upon delivery of the Collection Materials by Franchisee to the Transfer Station and acceptance by the Transfer Station of such Collection Materials. Franchisee may not retain ownership or possession of any Collection Materials that the Transfer Station accepts; all Collection Materials acceptable to the County shall be delivered to the Transfer Station by Franchisee. Pursuant to subsection B above, Franchisee will not take ownership of, and Teton County will not accept, any Hazardous Waste.

E. All of the trucks used by the Franchisee for the collection of construction and demolition debris shall be marked with the name and phone number of the Franchisee in letters that are plainly visible and at least four inches high. Each commercial container used by the Franchisee for the collection of construction and demolition debris shall be labeled by the Franchisee.

6

County property with respect to operations, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Franchisee shall at all times operate according to safe industry practices.

14. Customer Information and Public Education

A. Franchisee shall maintain an up to date website that describes Franchisee's Collection Services, including without limitation information about the various available containers, rates, charges, recycling program and related customer responsibilities. Franchisee shall also maintain a customer service contact method that shall be available during hours of operation as defined in Paragraph 12C of this Agreement. Franchisee shall be responsible for prompt and courteous attention to customer service issues. Franchisee shall provide the County with a means of contacting a representative of the Franchisee on a twenty-four (24) hour basis by providing the Franchisee's Operation Director's cell phone.

B. Franchisee shall allocate 4% of its annual gross revenue to education of the public about the benefits of waste diversion through its marketing and communications budget.

C. Franchisees will have a Recommendation Chart on its website displaying recycling opportunities.

D. Franchisee shall host an annual event focused on educating the public regarding the benefits of waste diversion.

15. Rates.

Franchisee shall not charge more than the rate specified for each service provided on the 7 Year Contract Rate sheet that is attached hereto and incorporated herein as Exhibit B.

16. Rate Adjustments

Because the rates are Franchisee's sole compensation for the Collection Services, the rates must be sufficient to pay known and unknown costs that may increase over time. Accordingly, County and Franchisee agree that the rates may be increased ("Rate Adjustment") in an amount necessary to compensate Franchisee for:

A. Increase in fees, expenses or costs to Franchisee for the transfer, processing, transportation, recycling, or Disposal of Solid Waste and Recyclable Materials charged by the Transfer Station.

B. Franchisee may initiate a Rate Adjustment under this Paragraph not more than once annually. To obtain a Rate Adjustment, Franchisee shall prepare and submit to the County a rate adjustment setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs. The County may request any and all documentation and data reasonable necessary to evaluate the Rate Adjustment and shall confirm or deny within ninety (90) days of receipt of the statement from Franchisee. The County may accept or reject the request in its sole discretion.

8

17. Breach of Contract and Termination

A. If Franchisee is in breach of any condition of this Agreement, the County shall give notice to Franchisee identifying and describing the breach. Franchisee shall cure the breach within:

- i. 30 days from receipt of notice, unless such breach is not reasonably curable in 30 days, in which case as long as the Franchisee has taken steps to begin curing within 30 days and is making best faith efforts to pursue a cure Franchisee will have up to 90 days if reasonably necessary; if more than 90 days are required to cure the County will consider a request for more time, or
- ii. A shorter period of time determined by County if County determines that the public health and safety so require. The notice shall state the time for cure.
- iii. Franchisee may request additional time to correct the breach, but County may accept or reject that request in its sole discretion.

B. Collection of household waste is a public health issue and concern for the County. If Franchisee is unable to fulfill its obligations under this Agreement, the County may hire a third party to collect solid waste during any notice and cure period or period of non-performance.

C. In addition to any rights or remedies that the County has under law or equity, the County may terminate this Agreement if Franchisee has breached any provision of this Agreement and failed to cure the breach in the time frame provide above. Within 60 days of receiving written notice of such termination, Franchisee shall pay County all franchise fees owed up to and including the effective date of termination.

18. Instrument for Securing Performance

Prior to Service Commencement, Franchisee shall file with County an instrument, in form reasonably acceptable to County, securing Franchisee's faithful performance of Franchisee's obligations under this Agreement. The principal sum of the instrument shall be not less than One Hundred Thousand Dollars (\$100,000). The instrument may be in the form of a letter of credit, performance bond, or other performance guarantee and shall remain in force during the Term. If the instrument is a performance bond it shall be executed by a surety company designated as an admitted insurer in good standing with and authorized to transact business in this State by the Idaho Department of Insurance and otherwise reasonably acceptable to the County. The premium for such bond or letter of credit, or any other charges related in any way to Franchisee's obtaining or maintaining any and all such

9

25. Entire Agreement

This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached or incorporated herein by reference.

26. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrators personally, by regular mail, by email, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day notice is personally delivered to the Contract Administrator or the office of the party's Contract Administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's Contract Administrator as indicated in this Agreement, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number or sent by email to the party's email account specified in paragraph 27 of this Agreement, provided that an original of such notice is deposited in the United States mail, addressed to the party's Contract Administrator as indicated in this Agreement, on the same day as the facsimile transmission or email is made.

27. Contact Information – Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective Contract Administrators for the parties unless other contact information is provided in writing:

COUNTY
Public Works Director
150 Courthouse Drive
Driggs, ID 83455
1-208-354-0245

FRANCHISEE
David Hudacso
PO Box 366
Victor, ID 83455
dave@radcurbside.com

28. Reporting Requirements

Franchisee shall prepare and file reports with the County's Contract Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, the location where the solid waste and recyclables were generated, and information regarding recycling and reuse efforts with compliance with Plan.

instruments, shall be fully borne and paid by Franchisee. Recovery under the instrument shall not preclude County from seeking additional damages for Franchisees default under this Agreement.

19. Bankruptcy

Franchisee shall immediately notify County in the event that Franchisee ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, reorganizes, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn, stayed, or discharged within sixty (60) days, then the County may at its option terminate this Agreement.

20. Change of Control

The County may at its option terminate this Agreement upon the transfer of greater than 50% of the beneficial or ownership interest in R.A.D. Recycling Alternative Distribution, LLC.

21. Prohibition Against Assignment

Except as specifically authorized herein, no rights or obligations under this Agreement may be assigned and no duties may be delegated by Franchisee without the prior written consent of the County, and any attempted assignment or delegation without such consent shall be void and will be cause for termination of this Agreement.

22. Adoption by County of Ordinances and Amendments

On or before the effective date hereof and thereafter during the Term(s) of this Agreement, County shall adopt and thereafter maintain new or amended ordinances reasonably necessary or appropriate to implement and make enforceable and binding the terms and conditions of this Agreement, including but limited to Franchisee's exclusivity to perform the services described herein; provided, however, subject to Franchisee rights under this Agreement, County shall have the right and discretion to adopt and amend ordinances or otherwise exercise its regulatory authority relating to the subject matter of this Agreement.

23. Modification

Any matters of this Agreement may be modified from time to time by the written consent of both Parties without, in any way, affecting the remainder.

24. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

10

Reports shall be filed with the County's Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the following month. Failure to file reports timely shall constitute grounds for termination of this Franchise Agreement.

Franchisee shall maintain such information management systems as are needed to collect, store, and organize operational and financial data, and to produce the reports and plans as specified in this Agreement. All data shall be backed up so as to endure no loss of data due to computer failure.

29. Records to be Maintained

Franchisee shall keep and maintain accurate records of all revenue received under this Agreement. Franchisee shall contractually require that all of Franchisee's sub-contractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by Franchisee or any sub-contractors, shall be made available to County or its authorized representative, or officials of the State of Idaho, for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of Idaho.

30. Retention of Records:

Franchisee shall maintain and preserve all records related to this Agreement for a period of three years from the close of the fiscal year in which final payment under this Agreement is made. Franchisee shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Agreement for the same three year period. Such records shall be retained beyond the three year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the County notifies Franchisee of the commencement of an audit, or other event requiring retention beyond three years, prior to the expiration of the three year period.

31. Transition to Next Franchisee

In the event Franchisee is not awarded an agreement to continue to provide services following the expiration or earlier termination of this Agreement, Franchisee shall cooperate fully with County and any subsequent Franchisee(s) to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and lists of Service Recipients; providing a complete inventory of Solid Waste Containers; providing adequate labor and equipment to complete performance of all services required under this Agreement; taking all actions necessary to transfer possession and ownership of Containers to County at County's option, including transporting such Containers to a location designated by County; coordinating Collection of materials set out in new Collection Containers if new Containers are provided for in a subsequent agreement; and providing other reports and data required by this Agreement.

12

Client#: 155377

26RADREC

UW-04

ACORD.. CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub Int'l. Mountain States Ltd 00 Financial Drive, #110 Caldwell, MT 59901 06 752-6693	CONTACT NAME: Crystal Marsh PHONE (A/C): 406-752-8693 FAX (A/C): 406-755-8897 EMAIL: crystal.marsh@hubinternational.com ADDRESS: crystal.marsh@hubinternational.com
INSURED RAD Recycling Alternative Distribution LLC PO Box 366 Victor, ID 83455	INSURER(S) AFFORDING COVERAGE INSURER A: Ohlo Security Insurance Company 24082 INSURER B: Idaho State Insurance Fund 36129 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	ADDRESSES INSR. INVD.	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY) (MM/DD/YYYY)	POLICY LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BLO56296673	10/21/2014 10/21/2015	EACH OCCURRENCE \$1,000,000 POLICY LIMIT \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/>				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HOSED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$				
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE/PARTNER/EXECUTIVE OFFICER/RETIRED EXCLUDED? (Monday to Sat) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	638677	01/01/2015 01/01/2016	WGT STATL TORY LIMITS \$100,000 EA EACH ACCIDENT \$100,000 EA DISEASE - EA EMPLOYEE \$100,000 EA DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER RAD Recycling Alternative Distribution LLC PO Box 366 Victor, ID 83455	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rose Helgeson</i>
---	---

ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD
#5783635/M765762

CRM

Idaho State Insurance Fund

1215 W. State Street
PO Box 83720
Boise, Idaho 83720-0044
(208) 332-2100 - (800) 334-2370

Workers Compensation and Employers Liability Insurance Policy

Policy Number:	638677
Named Insured:	R A D Recycling Alternative Distribution LLC
Agency Name:	Hub International Mountain States Ltd

**Extension of Information Page
Classification of Operations**

Class Code No.	Class Description	Exposure	Rate Per \$100 of Remuneration	Estimated Annual Premium
Period - 01/01/2015 to 01/01/2016				
INSURED: R A D Recycling Alternative Distribution LLC				
Location#1 R A D Recycling Alternative Distribution LLC 724 Rocky Rd Industrial Park Loop Unit B Driggs				
9403000	GARBAGE, ASHES OR REFUSE COLLECTION & DRIVERS	\$23,000	\$7.33	\$1,686.00
Total Standard Premium				\$1,686.00

Issue Date: November 28, 2014

WC 99 06 00 (01-06)

Teton County Ambulance Service District

Minutes: August 10, 2015

Commissioners' Meeting Room, 150 Courthouse Drive, Driggs, Idaho

AGENDA

1. Approve available minutes
2. Dispatch Service Contract
3. Ambulance #4 out of service

COMMISSIONERS PRESENT: Kelly Park, Bill Leake, Cindy Riegel

OTHER ELECTED OFFICIALS PRESENT: Clerk Mary Lou Hansen

Chairman Leake called the meeting to order at 11:06 pm.

● **MOTION.** Commissioner Park made a motion to approve the minutes of July 27, 2015. Motion seconded by Commissioner Riegel and carried.

DISPATCH SERVICE CONTRACT. Hospital EMS Director Rob Veilleux said the hospital's contract to provide ambulance services states that the Ambulance Service District will have a contract for dispatch services. However, no such contract has been executed and he is asking the ASD Board to approve the proposed contract, which has been reviewed by the county Prosecutor.

● **MOTION.** Commissioner Park made a motion to approve the dispatch contract as recommended by the Prosecutor and ambulance staff. Motion seconded by Commissioner Riegel and carried. (Attachment #1)

AMBULANCE #4. Ambulance #4 is a fully equipped 1992 vehicle with 73,649 miles but needs a new engine which will cost \$10,000. Fire District mechanic Scott Wood said the work would be done by the Ford dealer in Rexburg and the price is fixed. The ASD currently owns four fully equipped ambulances. During the previous 9 months, 3 ambulances were in use at the same time on 5 different occasions, while 4 ambulances were in use at the same time on 2 different occasions. Ambulance #4 also provides back-up if one of the other vehicles is being serviced or repaired. (Attachment #2)

Commissioner Park said it's critical to have four ambulances in service. The Board decided that repairing the 1992 vehicle seemed to be the best option.

● **MOTION.** Commissioner Park made a motion to approve spending up to \$10,000 of remaining cash within the ASD fund to install a new engine into Ambulance #4. Motion seconded by Commissioner Riegel and carried unanimously.

● **MOTION.** At 11:20 am Chairman Leake made a motion to adjourn the meeting and reconvene as the Board of County Commissioners. Motion seconded by Commissioner Park and carried.

Bill Leake, Chairman

ATTEST:

Mary Lou Hansen, Clerk

Attachments: #1 Dispatch Services Contract
#2 Ambulance #4 email

DISPATCH SERVICES CONTRACT

This agreement made and entered into this 10th day of August, 2015, by and between the Teton County Ambulance Service District, hereafter the "ASD" and the Teton County, Idaho Sheriff's Office, hereafter "Teton County", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the ASD desires to contract with Teton County for dispatch services; and
WHEREAS, the Sheriff desires to provide such dispatch services,
NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DISPATCH SERVICE CONTRACT PROVISIONS
 - a. Teton County will provide dispatch services for the ASD.
 - b. The ASD will compensate Teton County as negotiated on an annual basis.
2. TERMINATION AND TERM
 - a. For the purpose of this agreement, termination shall occur when:
 - i. The ASD decides to terminate the Contract at a duly authorized public meeting.
 - ii. The Teton County, Idaho Board of County Commissioners votes to terminate the Contract at a duly authorized public meeting.
 - iii. In the event that either party seeks to terminate this contract, a minimum of 60 days written notice to the parties shall be provided, unless the parties agree otherwise.
 - b. The term of this agreement shall be one (1) year.
 - c. Unless written notice of a desire to terminate this agreement is given by either party at least ninety (90) days prior to the termination date as provided herein, this agreement shall be extended on the same terms and conditions herein provided, for an additional periods of one year.
3. PAYMENT. The ASD agrees to pay Teton County, Idaho once a year for services rendered.
4. GENERAL PROVISIONS.
 - a. This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
 - b. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
 - c. This agreement formalizes the verbal understanding which has been in effect for several years.
 - d. If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.

TETON COUNTY ASD




Bill Leake, Chair

TETON COUNTY, IDAHO

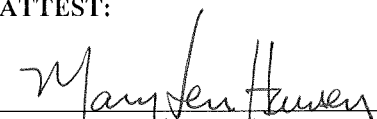


Bill Leake, Chair



Tony Liford, Sheriff

ATTEST:



Mary Lou Hansen
Teton County, Idaho Clerk

Mary Lou Hansen

From: Angela Booker [ABooker@tvhcare.org]
Sent: Wednesday, August 05, 2015 12:47 PM
To: Dawn Felchle; Mary Lou Hansen
Cc: Robert Veilleux; Keith Gnagey
Subject: FW: ASD Request

Dawn and Mary Lou, this is for the discussion on the 4th ambulance with the ASD on Monday, August 10th. Please let me know if you have any questions or concerns.

Thank you,
Angela Booker
Chief Nursing Officer
Teton Valley Health Care
208-354-6325

Emergency Response Capabilities

Ambulance 4

- Estimated cost of repairing -- \$10k for a new engine
- Age – 23 years
- Mileage – 73,649 as of July 8

Ambulance Usage

For the timeframe from October 1, 2014 to July 31, 2015 there were 281 ambulance runs. During that time:

- 2 ambulances out at same time = 30 times
- 3 ambulances out at same time = 5 times
- 4 ambulances out at same time = 2 times

Response Capabilities

The following vehicles in Teton County have ALS (advanced life saving) supplies and equipment on-board at all times:

- Each ambulance
- Engine 20, stationed at the Victor firehouse
- Engine 10, stationed at the Driggs firehouse
- The QRU (quick response unit) assigned to Rob Veilleux (if we have four ambulances, this vehicle only has BLS capabilities, if we have three ambulances, we move equipment and make this ALS)

Other Transports

- Air Idaho, based at Driggs airport (helicopter and fixed wing available)
- Life Flight Network, based in Rexburg
- Critical care ground transport, based at Madison
- Neo-natal transport, based at EIRMC
- Support from neighboring counties